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# Current Topics.

## The Public Trustee Bill.

THE PUBLIC Trustee Bill passed through Committee in the House of Lords on Monday last, with several amendments, and was recommitted to the Standing Committee. One of these amendments (a new sub-clause to clause 4) is intended to facilitate the concurrence of the Public Trustee, when acting as a custodian trustee, or any other custodian trustee, in the acts of the managing trustees. Upon a request being made to him, signed by the managing trustees and accompanied by a certificate by "a duly qualified solicitor," not being a trustee, that the matter in which the custodian trustee is requested to concur is within the powers of the trust, the custodian trustee is not to be obliged to inquire into the legality of the matter and is exonerated from all consequences of his concurrence if he acts in good faith. The provision is eminently reasonable, but who is to be considered "a duly qualified solicitor" within the meaning of the sub-clause? Does it mean only that the solicitor must have paid his certificate duty, or that he must possess some special qualifications to advise trustees? Then, on the motion of Lord ELLENBOROUGH, a new sub-clause was inserted in clause 5, enabling any trustee, beneficiary, "or next person in the entail," in any trust in which a solicitor is acting, or has acted, in the double capacity of solicitor and trustee, to apply to the court to have the Public Trustee appointed as an additional trustee, and the Public Trustee, if he consents, is to be so appointed, unless the court is of opinion that it is inexpedient to make the appointment. The mover of this amendment supported it by the powerful argument that a lady had once told him she "felt like a rabbit in the presence of a rattlesnake" when transacting business with her co-trustee solicitor. But it may be humbly suggested that, even if the Public Trustee should be appointed as an additional trustee, the rabbit would still have to endure the rattlesnake, and that if, as was professed, the real object of the amendment was to secure the trust funds, it ought to have provided for the appointment of the Public Trustee as custodian trustee only. Do the words "next person in the entail" mean a beneficiary in remainder, and if not, what do they mean? The amendment appears to imply a somewhat serious

reflection on solicitor trustees, and it is to be hoped that it will disappear in the House of Commons. By another amendment the proviso in clause 11 of the Bill, restricting the right to appear before any court, or transact legal business, on behalf of the Public Trustee, to barristers or solicitors, was struck out; so that apparently it is intended that the Public Trustee, or any of his officials, shall have the right to appear in court and transact any legal business. This is a novel encroachment of officialism, and ought to be strenuously resisted.

### Other Amendments in the Bill.

Sub-clause (3) of clause 4 has been amended as follows:

"(3) Any banking or insurance company or other body corporate may, by order of the court, made on the application of any person on whose application a new trustee may be appointed, or by or under the instrument creating the trust, be appointed to be custodian trustee of any trust, with power, if the court so order or the instrument so direct, to charge and retain or pay out of the trust property the same fees as are chargeable by the public trustee as custodian trustee, or such smaller fees as the court or instrument may direct; and where any such appointment is made, the provisions of this section shall, subject to any directions contained in the order or instrument, apply as they apply in the case where the public trustee is appointed to be custodian trustee, except that if the court or instrument so direct, the trust property and the right to transfer or call for a transfer of shares, stock, and securities shall vest in the custodian trustee jointly with the managing trustees."

And to clause 15 a sub-clause has been added enabling the Lord Chancellor, with the concurrence of the Treasury, to make rules "(*e*) excluding any trusts from the operation of this Act or any part thereof."

### The Working of the Measure.

Lord Ashbourne asked the Lord Chancellor whether the words in clause 15 of the Public Trustee Bill, which provide for "the establishment and regulation by the Public Trustee of any branch office," meant that there was to be a network of branches all over the country. That, he said, would become a serious question for the Treasury. The Lord Chancellor's reply should be placed on record; for, although we believe that he can be trusted to keep his pledges, he may be succeeded in office by a different person. He said that "it was intended primarily to establish the public trustee in London. *It was certainly not intended to set up branch offices all over the country;* but there were officials connected with the High Court and the county court in different parts of the country, and the idea was that the services of those already in the public service should be utilized."

### Estreating Recognizance Given by Person Convicted of Drunkenness.

A case of much novelty under the licensing laws came before the Lord Mayor a few days ago. The Licensing Act, 1902, enables justices to require a person convicted of drunkenness to give security for good behaviour; the words of section 3 being that, where a person is convicted of any offence mentioned in the list of offences contained in the first schedule to the Inebriates Act, 1898, as amended by the Act of 1902, the court may, either in addition to, or in substitution for, any other penalty, order the offender to enter into a recognizance, with or without sureties, to be of good behaviour. It seems to have been doubtful before the passing of the Act whether the power of justices to require a person to enter into recognizances to be of good behaviour, with or without sureties, extended to the case of drunkards, but any doubt on this head was set at rest by the section to which we have referred. In the case before the Lord Mayor it appeared that the defendant, having been convicted of drunkenness, had been required to enter into a recognizance for good behaviour for six months in the sum of £50 and to find one surety for the same amount. Before the six months had expired, he was again convicted of drunkenness and was fined forty shillings. But now came the question of the recognizance. He was summoned to shew cause at Guildhall why this recognizance should not be estreated. He had no cause to shew, and in the result the recognizance was estreated and the amount secured by it, £100 in all, was paid. It will be seen that the result of this proceeding was to subject the defendant to a penalty of £100 for the offence of drunkenness. We have no particular sympathy for the offender, but it may well be that some persons will not be satisfied with the operation of the section in the case of the poorer classes of the community. If a working man is required to enter into a recognizance—and there is no reason why he should not—he runs the risk, in default of compliance with the order, of being imprisoned for a period not exceeding six months under the Summary Jurisdiction Act, 1879. A wealthier defendant may escape imprisonment, though it must be a surprise to many that the law allows him to be mulcted in the substantial sum of £100.

### Proof of Previous Conviction.

There are many who will think it strange and illogical that when a person is charged with larceny or other offences before a court of summary jurisdiction, the justices should allow those who prosecute to prove, before the defendant has been convicted, that he is a person of bad character and has committed similar offences on previous occasions; but that when the case is tried at the assizes or quarter sessions, no evidence of a previous conviction can be received until after the defendant has been found guilty. In a case which was recently heard in the Divisional Court (*Cholerton* v. *Capping*) an attempt was made to shew that the procedure of courts of summary jurisdiction in this respect was wholly irregular. It appeared, from a case stated by justices, that the owner of a motor was charged, under section 1 of the Motor Act, 1903, with driving at a speed dangerous to the public, and that the summons, after charging the defendant with the offence, added the words, "the same being your second offence." Two constables were also called to give evidence with regard to the defendant that they "had taken the indorsement off his licence." This evidence was objected to, and no note of the evidence was taken by the clerk to the justices, and the justices, on the advice of the clerk, deleted their own note of it. The defendant having been convicted, his counsel contended before the Divisional Court that the conviction was wholly vitiated by the fact that the previous conviction was disclosed on the summons, for it was a universal principle of criminal law that the fact of a previous conviction should not be given in evidence until the defendant had been found guilty. The court overruled the objection; the Chief Justice relying on the fact that no note was taken of the evidence tendered by the constables. But even if the justices had received this evidence, they would only have followed the settled practice at petty sessions. The justices who dispose of questions of fact in a court of summary jurisdiction appear to think that they may be allowed, owing to their judicial training and experience, to listen to evidence of the previous history of the defendant which it would be unsafe to place before a jury, who might attach undue importance to it. Foreign tribunals appear to recognize no such distinction, and the accused person is cross-examined by the presiding judge, in the presence of the jury, as, to his previous life and conduct, omitting nothing which may bring him into discredit. The English practice may occasionally, perhaps frequently, result in the escape of guilty persons, but there is little likelihood that it will be disturbed, at any rate during the existence of trial by jury.

### "Legible Letters."

The courts of most civilized countries are occasionally invited to give their decision upon controversies which take the form of issues of law, but are really questions created and intensified by political antagonism. The recent case of *McBride* v. *McGovern* (Ir. R. 2 K. B. D. 181) is a good example of these cases. The Summary Jurisdiction (Ireland) Act, 1851, s. 12, sub-section 1, imposes a penalty on the owner of a cart who uses it on a public road without having his name and residence painted upon some conspicuous part of the off-side "in legible letters" not less than one inch in height, and in a different colour from the ground on which the same is painted, and in words at length. A complaint was preferred against the defendant for having on the public road at Kill, in the county of Donegal, a cart of which he was owner without his name and residence painted thereon in legible letters, as required by the statute. The ground of the complaint was that the letters in which the defendant's name and residence were painted on his cart were letters in the Irish, and not in the English, character. There was no doubt that the letters in question were of the prescribed dimensions, and were distinctly painted, and could be easily read

by an Irish scholar—by a person who could read the Irish language; but the character, the type, was Irish, and not English. The justices convicted the defendant, and the Irish court held that, on the true construction of the sub-section, the "legible letters" referred to were such legible English letters as are now in use, and that the enactment was not complied with by painting the name and residence of the owner of the cart in Irish letters. It is difficult to imagine that any tribunal would have given a different decision. Throughout the whole of Ireland English is the language generally spoken, and letters in the English character are generally used and understood, and in by far the greater part of Ireland, and by far the greater part of its population, the Irish language is not spoken, and letters in the Irish character are not understood. No statute could be found in which Ireland is treated as bi-lingual, unlike the case of Lower Canada, where the codes are published in the French language, and the Island of Jersey, where the language of deliberation and judicial business is French, though the people among themselves either use French or a form of the ancient Norman. The suggestion that the legible letters to be used may vary according to the character and speech of the neighbourhood, if adopted, would enable the inhabitants of some of our seaports to make use of Hebrew characters, which are occasionally to be found over shops in London. The observation of GIBSON J., appears to be conclusive: "An Englishman, or Dublin or Belfast citizen, if knocked down by an Irish cart in any part of the country, . . . is entitled to have the name and address of the offender in characters that he can read."

## The Law of Conspiracy.

THE RECENT case of *Rex* v. *Duguid*, in the Court for the Consideration of Crown Cases Reserved, touched upon some interesting questions on the law of conspiracy, though it did not decide anything of real difficulty or doubt. The prisoner was convicted of conspiring with the mother of a child under fourteen years of age to take away the child from the child's legal guardian, contrary to section 56 of 24 & 25 Vict. c. 100. That section contains a proviso that "no person who shall have acquired any right to the possession of the child, or shall be the mother, or shall have claimed to be the father of an illegitimate child," shall be liable to be prosecuted under the section. The mother was not indicted, and it was not established that she was within the benefit of the proviso, but it was proved that she and the prisoner had conspired that the prisoner should, by force or fraud, get possession of the child and hand her over to the mother. It seems clear, therefore, that, as the carrying away of the child by the prisoner would have been a felony under the statute, an agreement between him and the mother that he should commit this felony was a conspiracy between them. This was the decision of the court, and there can be no doubt it is right, whether the mother were or were not within the benefit of the proviso. The question, however, suggests itself, how it would be if the man and the mother had agreed together that *she* should carry off the child from one who was legally appointed the guardian of the child? If she were not within the proviso, the agreement would certainly be a conspiracy, because it would be a felony on her part to do the thing agreed upon. If she were within the proviso, it is submitted it would still be a conspiracy, and both might be convicted. It is well established that persons may be convicted of conspiracy to do an act which, if done by one person, would not amount to a crime, provided the act, though not a crime, is a wrongful act. Now, where some person, not a parent of a child, is appointed guardian of the person of the child during the lives of the parents, such appointment must have been made by the court. Hence, it is a contempt of the court, by force or fraud, to take the child away from the custody of the guardian, and in spite of the proviso in the statute, the mother could be punished for contempt for so doing. Therefore, it would be a conspiracy for her and a stranger to agree together that she should commit this contempt and so obstruct the course of justice. A somewhat analogous case is that of an agreement between a married woman and a man that the woman shall steal her husband's goods. Unless she is living apart from, or in the act of leaving him, she is not answerable to the criminal law for stealing her husband's goods; it is no larceny either at common law or by statute. Since the Married Women's Property Act, 1882, however, civil proceedings may be taken by a husband against his wife for depriving him of his property, hence the wife commits a civil wrong in stealing the goods. It is submitted, therefore, that an agreement between her and another person to commit this wrong is an indictable conspiracy for which both may be punished.

## The Compulsory Audit of Trust Accounts.

A BILL has been introduced in the House of Commons by Mr. EUGENE WASON, under the title of the Trust Accounts (Audit) Bill, which is intended to provide a system of compulsory audit of the capital accounts of trusts, and thereby to give a more effective protection to trust funds. The prefatory memorandum explains that the Bill does not contemplate any costly audit of the capital account. "It is merely intended to provide for a periodical production of the securities representing the fund, with a statement as to the names in which they stand and the place where they are deposited." The first clause brings within the Bill all trusts created, whether before or after its passing, either by will or marriage settlement, by virtue of which property (other than land), or the proceeds of sale of land, are settled in trust for any persons by way of succession. Clause 2 provides that the capital account of any such trust shall be audited once a year, and under clause 3 the auditor must either be a member of one of the two accountants' societies or a bank manager. The appointment of the auditor is regulated by clause 4. The appointment will in the first instance be made by the trustees, but upon their failure to appoint, it may be made by beneficiaries entitled to more than one moiety of the trust estate or of the income, and, if necessary, recourse may be had to the court. The trustees are, under clause 8, to keep a capital account, and produce to the auditor at the annual audit all the trust securities and documents, and they are at all reasonable times to give the auditor access to all such documents. Clause 9 provides for the auditor's certificate and report. For failure in any of his duties under the Bill, a trustee is to be liable to removal. The auditor is to be remunerated at the prescribed rate, either out of income or capital, or partly out of one and partly out of the other, as may be prescribed. The project is, no doubt, plausible. Trust funds have occasionally suffered and this is to provide safety for them. But that is the best that can be said for it. Against the slight good which the Bill might effect, is to be set the fact that it would make the continuance of trusts practically impossible. Very few persons would accept the office of trustee if they were to be placed under the system of audit outlined in the Bill. Trusts are essentially affairs of a private nature, and trustees in all the multitudinous trusts, large and small, which exist in the country, could no more submit to the continual interference of a chartered accountant or a bank manager—why is a bank manager selected?—than in their own private matters. Of course anything that tends to exclude private trustees works in the direction of a universal compulsory public trustee, and hence the measure may have some indirect purpose to serve. But we trust no more will be heard of it. Any beneficiary who cannot get a satisfactory statement of the position of the trust has the remedy in his own hands, and if further protection is required it can be obtained without introducing outside interference into every trust.

## The Workmen's Compensation Act.

THE WORKMEN'S Compensation Act, 1897, has apparently not yet exhausted the ingenuity of practitioners. Judge BOMPAS, K.C., recently gave his award in an arbitration under this Act (*Hey* v. *Catlow*), in which the respondent sought to have the amount of compensation reduced on two grounds—first, that the applicant was seventy years of age; and secondly, that he was receiving a weekly payment in reference to the accident from a trade society of which he was a member. His incapacity by reason of the accident was total, and was likely to remain so. The Act provides, in the case of total disablement, for a "weekly payment during incapacity after the second week, *not exceeding* 50 per cent. of his average weekly earnings." It was contended by the respondent that the words italicised gave the arbitrator a discretion, and that he was not bound to award the full 50 per cent. The applicant argued that, though the discretion existed, it was limited to the two cases mentioned in Schedule I. (2) of the Act

—viz., when the workman is able to earn wages, or when the master has made payments to him other than wages. The learned arbitrator said he could see no ground for confining his discretion to these two cases, though in his opinion the Act intended the full amount to be awarded unless the respondent should shew good grounds for reducing it. In the present case, the effect of the order being in all probability that the applicant would obtain a pension for life, he was of opinion that old age was a matter which he ought to take into consideration, and he therefore made a deduction on that ground of 1s. 11d. a week from the amount he would otherwise have awarded. With regard to the payments received by the applicant from his society, the case was different. Though far from saying such a payment should never be taken into account (*e.g.*, in a case where the payments exceeded the weekly wages of the applicant), Judge BOMPAS held that the applicant had merely provided by his own forethought against the loss of half his wages, which must otherwise follow from the accident, and that this did not affect the liability of the employer with regard to the other half.

### Mistakes as to the Description of English Lawyers.

FRENCH WRITERS appear to find it almost impossible to write of anything which goes on in England without making every kind of mistake, both of spelling and fact. We have read in French novels of "Milord Goddam," and "Sir Gin," and are, therefore, not much surprised that a French newspaper in large circulation, like the *Journal*, told its readers on the 6th of May that the arbitrary arrest of Madame D'ANGELY by the police in Regent-street had excited much interest, and that "Sir GEORGES LEWIS, conseiller du roi," had spontaneously offered his services to the lady. It is not, however, Frenchmen only who make mistakes in their description of English legal practitioners. We have noticed that English newspapers have often, during the last ten years, assumed to themselves the right of calling junior counsel within the bar, and of liberally adding the letters Q.C. or K.C. to their names. English novelists appear sometimes to have the strangest conceptions of the labours and recreations of a barrister in large practice, which is singular, considering that a fair proportion of novelists have spent their early years at the bar.

### Noisy Evidence.

WE REMEMBER to have read that at the trial of an action before Lord ABINGER for the infringement of the copyright in a musical composition, one of the witnesses, who had brought his violin with him, asked the court if he might explain his evidence by a performance on the instrument. The learned Chief Baron hastily, and with some appearance of asperity, refused to sanction what he evidently considered would be inconsistent with the dignity and decorum of the court. But it would seem that the judges of the present day might on a similar occasion have acted differently. In an action just tried before JELF, J., in which the plaintiff sought to recover damages for, and to restrain, a nuisance caused by a powerful gramaphone, the learned judge allowed the noisy instrument to be brought into court and patiently listened while it gave its version of several popular melodies. Many of the occupiers of houses in London who have suffered from various forms of street music, including barrel organs, will think that, if those who have to legislate upon the subject were favoured with a quarter of an hour's experience of the sounds in question, they would derive great assistance in framing a satisfactory law.

### Instruction in the Law of Contract.

A PERUSAL of some legal examination papers has led us to think that a considerable part of the instruction received by students of the law is not of a very practical character. To take, as an instance, the law of contract. A knowledge of the elementary principles of the law of contract is a valuable acquisition whether the student becomes a legal practitioner or decides to follow some other profession. It is highly important, if this knowledge is to be readily acquired, and if it is not to pass rapidly from the memory of the student, that the ship should be lightened as much as possible; that the rules should be expressed in simple language, and shewn by illustrations (not always taken from decided cases) to be in accordance with common sense. Any topics savouring of antiquity may be omitted, and anything of an obscure or subtle character may be reserved for a later period in the career of the student. Dissertations upon executed or executory considerations; upon contracts of record, and the distinctions in the cases on the Statute of Frauds might also be postponed, and, by way of substitution for them, the student's knowledge of simple contracts, express or implied, might be tested by repeated examination.

### Trial of the Question of Unsoundness of Mind by Experts.

A DISCUSSION, which took place at a meeting of the Medico-Legal Society, on the question of the trial of insane criminals threw light upon the difficulties which stand in the way of certain reforms in our legal procedure. Physicians are strongly disposed to think that the question whether a man is so far of unsound mind as not to be responsible for his actions is a question of fact which can only be decided by an expert, and that it cannot, with any propriety, be submitted to a jury. But several of the physicians who took part in the discussion were unwilling to speak in favour of a change in the existing procedure, thinking that trial by experts, in the place of trial by jury, would never be popular. This opinion will probably be accepted by many who are not wholly satisfied with the competence of the juries who are ordinarily selected to pronounce upon the sanity of a criminal. It must be remembered that mistakes unfavourable to the accused person may under the present system be remedied by an appeal to the Crown, which has at its disposal the benefit of the best professional evidence.

## The New County Court Rules.—Judgment Against Married Women.

THE new County Court Rules, which come into force on the 1st of June, seem in the main to aim at bringing the procedure of the county courts as far as possible into conformity with the practice of the High Court. But in one important particular it is noticeable that these rules are themselves in advance of the Annual Practice. In prescribing the form of judgment to be used against "a married woman, widow, or divorced woman in respect of a contract made on or since the 5th of December, 1893," the new rules raise a point of considerable interest, though one which appears hitherto to have almost entirely escaped the notice of the profession. The point, put interrogatively, is briefly this:

Is a creditor who has obtained judgment against a married woman (whose property is subject to restraint on anticipation), entitled to satisfy that judgment out of income that has accrued before the date of judgment but *since* the date of the contract (or tort) out of which her liability arose?

Doubtless many practitioners would answer the question affirmatively without a moment's hesitation. Nevertheless the matter is not so free from doubt.

The form prescribed by the new rules is given in Appendix 151 A (3), and is as follows:

"And it is ordered that the debt and costs hereby recovered against the defendant . . . shall be payable out of the separate property of the said defendant which she is now or may hereafter be possessed of or entitled to, and any property which she may hereafter, while discovert, be possessed of or entitled to, and not otherwise: Provided that nothing herein contained shall render available to satisfy this judgment any separate property which at the time of entering into the contract sued on in this action or thereafter she was or may be restrained from anticipating, (or in case of a widow, or divorced woman, which she was during her coverture or may hereafter be restrained from anticipating) unless by reason of section 19 of the Married Women's Property Act, 1882, such property shall be available to satisfy this judgment notwithstanding such restriction."

It is pointed out in the accompanying explanatory memorandum that this formula is intended to supersede the old form of *Scott* v. *Morley*, and has been adopted in view of the alteration in the law effected by the Married Women's Property Act, 1893, and the decisions in the Court of Appeal—viz., *Softlaw* v. *Welch* (1899, 2 Q. B. 419), *Barnett* v. *Howard* (1900, 2 K. B. 784), *Brown* v. *Dimbleby* (1904, 1 K. B. 28), *Birmingham, &c., Co.* v. *Lane* (1904, 1 K. B. 35).

The point to which we desire to draw attention lies in the

proviso, and it may perhaps be made clearest by contrasting it with the formula current in the High Court.

In virtue of the form of judgment authorized in *Scott* v. *Morley* (1887, 20 Q. B. D. 120), or the abbreviated form prescribed in the unreported case of *Savage* v. *Savage*, a judgment creditor is at present, it seems, entitled to levy execution upon "separate property of the defendant not subject to any restriction against anticipation." In practice the judgment creditor pays himself out of any moneys the debtor has the free right to dispose of at the date of the judgment; but moneys accruing after judgment he cannot touch: *Loftus* v. *Heriot* (1895, 2 Q. B. 218), *Hood Barrs* v. *Heriot* (1896, A. C. 174). In *Whiteley* v. *Edwards* (1896, 2 Q. B. 48), the position is thus summarized by A. L. SMITH, L.J.: "The result of all these cases upon executions upon judgments against married women whose property is fettered with the restraint upon anticipation is that, if the income of the settled property is due at the date of the judgment, a receiver, in a proper case, will be appointed; if such income is not then due, a receiver will not be appointed."

Bearing this in mind, let us consider the effect of the proviso prescribed by the new County Court Rules. Its phraseology is practically identical with that of the proviso contained in section 1 of the Married Women's Property Act of 1893, which says:

"Provided that nothing in this section contained shall render available to satisfy any liability or obligation arising out of such contract any separate property which at that time or thereafter she is restrained from anticipating."

The case of *Barnett* v. *Howard* (*ubi suprà*) is, so far as we are aware, the only instance since the Act of the adoption of a form of judgment strictly in conformity with the statutory proviso. After careful consideration of the meaning of the words "at that time or thereafter," the Court of Appeal decided, not without hesitation, that the judgment creditor was not entitled to attach certain moneys standing to the credit of the defendant at the date of judgment, because, at the time the obligation was incurred, the moneys in question were in the nature of future income which she was restrained from anticipating, and that the fact that she was discovert at the date of judgment did not make his position any better. In *Brown* v. *Dimbleby* (1904, 1 K. B., at p. 33) the Master of the Rolls summarizes the effect of *Barnett* v. *Howard* and similar cases in the following words: "In all these cases the question was involved whether separate property, as to which a married woman was restrained from anticipation at the date of a contract made by her, could be rendered available to satisfy a judgment obtained against her in an action upon the contract after the cessation of the coverture; and in all of them the decision of the Court of Appeal was to the same effect—viz., that it could not."

Doubtless in these cases the paramount question was whether subsequent discoverture extended the liability of a married woman upon contracts made by her during coverture; and this consideration appears to have somewhat overshadowed the importance of the principle underlying these decisions, namely, that the liability of a married woman is limited to such property or income as she was free to dispose of at the time such liability or obligation was incurred—*i.e.*, the date of contract. But the fact remains—though it seems to have been overlooked—that this principle forms the basis of these decisions and that it is a principle wholly at variance with that involved in the important decision of the House of Lords in *Hood Barrs* v. *Heriot* (1896, A. C. 174), and accepted by the judges in *Hood Barrs* v. *Cathcart* (1894, 2 Q. B. 559), *Whiteley* v. *Edwards* (1896, 2 Q. B. 48), and other similar cases. The effect of these cases is accurately and concisely stated in the Annual Practice (1906), at p. 664, as follows: "A judgment against a married woman cannot be enforced against arrears of separate estate accruing due after the date of the judgment, as to which she is restrained from anticipation" (so far there is perfect unanimity in all the cases) "but such judgments can be enforced against arrears of income due prior to its date."

The decision in *Hood Barrs* v. *Heriot* proceeds upon the hypothesis that the creditor is entitled to attach all moneys that have accrued up to the date of judgment, no matter whether or not they were free from restraint at the date when the contract was entered into. That undoubtedly is a more favourable view for the creditor, but how is it to be reconciled with the words of the Act of 1893 as interpreted by the Court of Appeal in *Barnett* v. *Howard*, and embodied in the new County Court Rules? It should be observed, in passing, that the transactions involved in *Hood Barrs* v. *Heriot* were antecedent to the Act of 1893. But, since that Act did not alter the law with regard to restraint on anticipation as expressed by the previous Act of 1882 (see *Brown* v. *Dimbleby* (1904, 1 K. B. 32), per COLLINS, M.R.), it cannot be considered to affect the grounds of the decision of the House of Lords.

Upon the question of the respective merits of these two conflicting views, the reader may refer to the *Law Quarterly Review* of July last, where the matter is discussed at length. Here it must suffice to say that, viewed from an historical standpoint, the principle of *Barnett* v. *Howard* is most truly in accordance with the original intent of the restraint clause as devised by Lord THURLOW and as interpreted by a long series of decisions, culminating in the well-known case of *Pike* v. *Fitzgibbon* (17 Ch. D. 454); that intent being to protect a married woman from the consequences of her own extravagance, by rendering her obligations nugatory so far as they purported to bind future income. The Act of 1882, though effecting important changes in the legal position of married women, explicitly preserves the law relating to restraint on anticipation *in statu quo*, whilst the later Act of 1893 expressly declares the date of contract to be the *material* date determining the extent of the liability incurred.

What, then, is to be the effect of the form of judgment authorized by the new County Court Rules? If it is construed according to its natural grammatical meaning, as indeed the corresponding proviso in *Barnett* v. *Howard* was construed by the Court of Appeal, the effect upon the position of a creditor, seeking to enforce judgment against a married woman, will be as startling as it is serious. According to the terms of the judgment, the only fund out of which he will be entitled to satisfy his judgment debt will be such moneys as were her separate property, free from restraint on anticipation, *at the date when the debt was incurred*. In the majority of cases, of course, this fund will have entirely disappeared. By the time judgment is signed, the cash in hand, or balance at the bank, on the strength of which the debtor incurred the obligation, and to which alone the creditor is entitled to look for payment, will almost certainly have been spent. The baffled creditor will be mocked with the tantalizing vision of a balance to the credit of his lady debtor which has accrued *subsequently to the date of contract*, and which, therefore, he cannot touch. In other words, it means this: that where tradesmen or others deal with married women on the strength of incomes which they are restrained from anticipating, they do so even more surely at their peril than hitherto. For to frustrate an order for attachment of any income that may have accrued due prior to the judgment, the debtor will only have to show that the money in question was at the date of contract future income which she was restrained from anticipating.

But there is still a further perplexity in store for the unfortunate judgment creditor. So far as the original debt is concerned, his position has been considered, but those considerations do not equally apply to his costs.

The cases of *Re Glanvil* (1886, 31 Ch. D. 538) and *Cox* v. *Bennett* (1891, 1 Ch. 617), in spite of other discrepancies, at least establish this principle, that the court must look to the time when the liability for costs is incurred, and it is only free separate estate at that date that can be taken to discharge such liability. According to the decision in *Cox* v. *Bennett* the costs are incurred "in the progress of the action" (per KAY, L.J., p. 626). It is obvious, therefore (as was pointed out in the argument in *Pike* v. *Fitzgibbon*), that if the debts of a married woman can only be satisfied out of separate estate which she possessed at the date they were incurred, great confusion might result. Some of her engagements might be enforceable against one part of her estate and others against another part. Consider, for example, the case of a creditor seeking to enforce a judgment against a married woman for money lent and costs. He is faced with this bewildering state of things. Her liability upon the main debt is limited to the free separate property possessed at the time or times when the money was borrowed; whilst her liability for costs is measured by the extent of her free separate property possessed at the date of

judgment. Whether or not these difficulties will arise in practice will depend entirely upon the degree to which the profession is alive to the possibilities inherent in the form of judgment now prescribed by the County Court Rules. But if the proviso is to be construed in harmony with the decision of the Court of Appeal in *Barnett* v. *Howard*, these difficulties seem bound to arise, much to the discomfort and detriment of the judgment creditor.

## "Full Compensation" for Subsoil.

In the case of *Bwllfa and Merthyr Dare Steam Colliery* v. *Pontypridd Waterworks Co.* (a case relating to the compensation to be paid under the Waterworks Clauses Act, 1847 (s. 17), for coal which the undertakers required the mineowners not to work), Lord MACNAGHTEN observes (1903, A. C., at p. 430): "The question turns on three sections in the Act of 1847, ss. 6, 22, and 25. They are to be read together, and if any defect or obscurity be found in one, recourse is to be had to the whole series of enactments: see *Smith* v. *Great Western Railway Co.* (3 App. Cas. 165)." "Section 6 requires the undertakers to make 'full compensation,' for the value of lands used for the purpose of their special Act' and for all damage sustained by reason of the exercise of the powers vested in them by the special or any general Act." The case is cited by FARWELL, J., in *Manchester Corporation* v. *New Moss Colliery (Limited)* (1906, 1 Ch. 292, 296). In *Smith* v. *Great Western Railway Co.* (1877, 3 App. Cas.) Lord CAIRNS observes, at p. 180, referring to the Railway Clauses Consolidation Act, 1845: "The statute makes in the 6th section another provision which is to be read along with this 78th section. . . . That section (6) provides that 'the company shall make to the owners and occupiers of and all other parties interested in any lands taken or used for the purpose of the railway full compensation for the value of the lands so taken or used.' Of course, lands includes mines, and I read this, therefore, as a general provision that all persons interested in the mines shall be compensated for the amount of their interest therein." In either case the compensation is to be ascertained under the Lands Clauses Act, 1845.

Has not the expression "full compensation" some bearing on the questions which have arisen under these Acts in regard to clay (brick and fire clay) which, *of course, is included in "lands"*? In *Midland Railway Co.* v. *Haunchwood Brick and Tile Co.* (1882, 20 Ch. D. 552) the term "minerals" was held, and in *Midland Railway Co.* v. *Miles* (1886, 33 Ch. D. 632) and *Ruabon Brick and Terra Cotta Co.* v. *Great Western Railway Co.* (1893, 1 Ch. 427) was admitted, to include clay: see also *Errington* v. *Metropolitan District Railway Co.* (19 Ch. D., at p. 571). But in *Lord Provost and Magistrates of Glasgow and Farie* (1888, 13 App. Cas. 657) it was held (Lord HERSCHELL dissenting) that common clay forming the surface or subsoil of land was not included in the reservation in the Waterworks Act. Lord WATSON, at p. 679, said: "The expression 'the land' cannot be restricted to vegetable mould or cultivated clay, but it naturally includes, and must be held to include, the upper soil, including the subsoil, whether it be clay, sand, or gravel, and the exceptional depth of the subsoil, while it may enhance the compensation payable at the time, affords no ground for bringing it within the category of excepted minerals." So in *Great Western Railway* v. *Blades* (1901, 2 Ch.) Mr. Justice BUCKLEY observes, at p. 638: "It" [clay] "is a thing which has a value of its own, but not a thing which has a value of its own apart from the soil in which it is found, for the simple reason that it is itself the soil"; and this case was approved in *Re Todd Birleston and North-Eastern Railway Co.* (1903, 1 K. B. 603).

*Smith* v. *Great Western Railway Co.* was mentioned in *Errington* v. *Metropolitan District Railway Co.*, and also, upon another point, in the *Ruabon case*, but it does not appear that otherwise that case or section 6 of the Waterworks or Companies Acts was cited in any of the above-mentioned cases relating to clay: compare also *Johnstone* v. *Crompton* (1899, 2 Ch. 190). It is observable that in the *Glasgow and Farie case* the purchase price was at the rate of £600 an acre (13 App. Cas., p. 660), and in *Great Western Railway Co.* v. *Blades* (1901, 2 Ch., p. 626), £5,500 for six acres—prices possibly larger than could have been obtained for the mere surface, also that the question as to working the clay arose many years after the purchases, and that in *Earl of Jersey* v. *Neath Poor Law Union* (1889, 22 Q. B. D., at p. 564) FRY, L.J., referring to the *Glasgow and Farie case*, said: "In the construction of a statutory enactment intended to regulate the relative rights of a body of persons (purchasing an interest in land for the purpose of constructing works) and the previous owner, it is reasonable to anticipate that the purchasers would acquire such an interest in the surface as would enable the works to be constructed and maintained by the purchasers."

In *Re Todd and North-Eastern Railway Co.* (1903, 1 K. B. 603) the company had served a notice to treat upon TODD & Co. for the purchase of their interest in certain lands, together with the mines and *minerals under* the same, except coal, ironstone, and fireclay. There was under the surface or vegetable soil a bed of clay or common brick earth extending to a depth of 100 feet. The arbitrator found, as stated in a special case, that if clay was a mineral, the amount to be paid by the company was £7,018, but if not, only £4,518. Thus it would seem that he valued the clay at £2,500. The Court of Appeal held that the clay was not a mineral, no doubt for the purpose of fixing the amount to be paid by the company under their notice to treat. The matter did not relate to the price of the surface on the initial purchase, but could the landowners after this decision give notice under section 78 of the Railway Clauses Consolidation Act of their intention to work the clay underneath the railway—in other words, could they ever get full compensation for this valuable material? Again, in that case the company contended (p. 604) that they were "entitled to have left without payment so much of the clay under the land to be taken as was necessary for the lateral support of the railway already constructed," but if this clay was not a mineral, could or could not the landowners work such clay within the forty yards' limit? or if the company obtained an injunction against such working, would it or would it not be on the terms of giving compensation, as in *Midland Railway Co.* v. *Checkley* (L. R. 4 Eq. 19)?

It may be necessary in some cases, as in making a canal, dock, or harbour (*Errington* v. *Metropolitan District Railway Co.*, 19 Ch. D., p. 569), to remove, and in other cases, as in canals and reservoirs, to retain part of the subsoil, and it is presumed that adequate compensation for subsoil so removed or retained should be allowed on the occasion of the purchase. In *London and North-Western Railway Co.* v. *Evans* (1893, 1 Ch., p. 28) BOWEN, L.J., observes: "The Legislature cannot fairly be supposed to intend, in the absence of clear words shewing such intention, that one man's property shall be confiscated for the benefit of others or of the public, without compensation being provided for him in respect of what is taken compulsorily from him."

On the whole, it is submitted that it would be even for the interest of companies or others purchasing under these Acts to include any valuable sub-soil (whether of clay or other materials) under the designation of "minerals" so as to relieve them from paying for it, unless and until it is worked, rather than to reckon it as part of the soil, and so to greatly enhance the initial compensation; that, at any rate, having regard to section 6 in the above-mentioned Acts, landowners ought in some way or other to be held entitled to full compensation for such subsoil, and that, taking the sections of the Acts together, the most reasonable method of providing for such compensation may be (subject to any special contract on the purchase as to removal or retainer of portion) to include such subsoil, including fire or other clay, under the term "minerals," in accordance with Lord HERSCHELL'S opinion: see 13 App. Cas, p. 683.

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Mr. Justice Grantham, who was a pupil at King's College School over half a century ago, took the chair at the forty-sixth annual dinner of King's College, London, which was held on the 7th instant at the Hotel Cecil, the attendance numbering over 150. The toast of the "Professors and Lecturers" was to have been proposed by Sir Albert K. Rollit, who was, however, through illness prevented at the last moment from attending the dinner. The toast of the "Imperial Forces" was responded to by Sir Charles Boxall, K.C.B., and that of "The Guests" by Mr. Sidney Webb and the Master of the Temple. Mr. William H. Blaber, solicitor, was one of the two joint hon. secretaries and treasurers of this year's dinner, and the names of the Lord Chief Justice, Mr. Edward Castle, K.C., Sir Edward Clarke, K.C., and Sir John R. Paget, Bart., K.C., were included in the list of stewards, and several members of both branches of the profession were amongst the guests. The toast of "The Chairman" was proposed by the Hon. W. F. D. Smith, M.P.

# Reviews.

## The Law of Evidence.

A TREATISE ON THE LAW OF EVIDENCE AS ADMINISTERED IN ENGLAND AND IRELAND, WITH ILLUSTRATIONS FROM SCOTCH, INDIAN, AMERICAN, AND OTHER LEGAL SYSTEMS. By His Honour the late Judge PITT TAYLOR. TENTH EDITION. By W. E. HUME WILLIAMS, K.C. TWO VOLUMES. Sweet & Maxwell.

This is one of those few firmly established and authoritative treatises which have made for themselves such a position as to be almost outside the range of criticism. Taylor on Evidence has no real rival in the world of law books, and for some sixty years has been accepted as a reliable guide by our judges and by the profession at large.

The work was originally founded on an American book, a Treatise on the Law of Evidence, by Dr. Greenleaf, a learned American professor, a work of great authority at one time in the United States. The arrangement of that work was to a large extent adopted, and has been virtually retained through all the ten editions of Taylor. Eleven years have elapsed since the ninth edition was published, and in that time many important decisions have been given, and many important Acts have been passed which bear on the subject, so that the ninth edition was somewhat out of date, and a new edition was required to enable the book to keep its unique position of authority.

We believe that in the new edition the profession have got what was demanded, and now have a Taylor carefully and ably brought up to date. But in bringing the book up to date we are glad to see that the original text has been altered as little as possible, and that much of the quaint phraseology has been left untouched. To fully test the completeness and accuracy of such a work (the text of which extends to over 1,300 pages) it is necessary to use the book in practice for a considerable time. As far, however, as reasonable examination can supply a test, we can certify to the accuracy of the book, and can cordially recommend it to the profession.

## The London Building Acts.

THE LONDON BUILDING ACTS, 1894 TO 1905, WITH ILLUSTRATIONS AND NOTES, AND THE BYE-LAWS, REGULATIONS, AND STANDING ORDERS OF THE COUNCIL, &c., &c. By E. ARAKIE COHEN, Barrister-at-Law. Stevens & Sons.

Few barristers or solicitors whose business is substantial, and lies chiefly in London, can avoid the necessity of sometimes having to consider the provisions of the London Building Acts. And as one of the three Acts included under that description contains 218 sections and four schedules, there are few subjects which more urgently require a carefully annotated and indexed copy of the statutes relating thereto. This requirement is abundantly satisfied by this book, upon which it is evident that there has been expended quite an unusual amount of labour and care. The book commences with a short introduction, which is a summary of the law. Then follow the Acts of 1894, 1898, and 1905, each section of which is carefully annotated with references to judicial decisions and to other statutes, and with appropriate cross-references. The book is an exhaustive and accurate study of a very technical subject, bristling with legal difficulties, and we advise every practitioner obliged to deal with the subject to supply himself with a copy.

## Stone's Justices' Manual.

STONE'S JUSTICES' MANUAL: BEING THE YEARLY JUSTICES' PRACTICE FOR 1906. WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. THIRTY-EIGHTH EDITION. Edited by J. R. ROBERTS, Solicitor, Clerk to the Justices of Newcastle. Shaw & Sons; Butterworth & Co.

The chief feature in this new edition of Stone is an entirely new and greatly improved index. The index has been a somewhat weak point in past editions, the sub-headings being confused and not easy of quick reference. These faults have now entirely disappeared, and the practitioner who has to turn up a point with the least possible delay will find his task much simplified. The most important new Act noticed is undoubtedly the Aliens Act, which duly appears in the text, together with rules made thereunder. The Licensing Act, 1904, has already supplied a large amount of work for the judges, and a number of important decisions thereon are here noted, some of which had not been reported in any of the regular series of reports when the book was published. As every session of Parliament lays some new duties upon justices, so every new edition of Stone has to shew some increase in size. It has now reached 1,309 pages in addition to 143 pages of tables, &c., but we venture to say there are few books in existence which, in the same space, contain such an immense mass of well-digested information. The work seems to be well and carefully edited and kept well up to date, and (as in years past) we have no hesitation in recommending it to the profession.

## Books of the Week.

A Treatise on the Law of Master and Servant, including therein Masters and Workmen in Every Description of Trade and Occupation, with an Appendix of Statutes. By CHARLES MANLEY SMITH, Esq., Barrister-at-Law. SIXTH EDITION. By ERNEST MANLEY SMITH, Barrister-at-Law. WITH NOTES ON THE CANADIAN LAW by A. C. FORESTER BOULTON, M.P., Barrister-at-Law. Sweet & Maxwell (Limited).

The Practitioner's Guide to the Duties of Executors and Administrators, from Death to Distribution; with which is Incorporated Layton and Hart's Practical Guide to the Making and Proving of Wills. THIRD EDITION. Revised and Corrected by J. F. C. BENNETT, Solicitor, and E. J. EADES, Manager in the Probate and Estate Duty Department of Waterlow Bros. & Layton (Limited). Waterlow Bros. & Layton (Limited).

A Digest of English Civil Law. By EDWARD JENKS, M.A., B.C.L., Editor, W. M. GELDART, M.A., R. W. LEE, M.A., B.C.L., W. S. HOLDSWORTH, D.C.L., J. C. MILES, M.A., Barristers-at-Law. BOOK II., PART I.: LAW OF CONTRACT (GENERAL). By R. W. LEE. Butterworth & Co.

# Cases of the Week.

## Court of Appeal.

**PALETHORPE *v.* HOME BREWERY (LIM.).** No. 1. May 3rd.

LANDLORD AND TENANT—COVENANT—LICENSED HOUSE—KEEP AND CONDUCT THE SAME IN A REGULAR AND PROPER MANNER — KNOWINGLY DO OR SUFFER ANY ACT WHEREBY RENEWAL OF LICENCE MAY BE REFUSED—ABSOLUTE COVENANT.

Appeal from a judgment of Farwell, J. By a lease, dated the 1st of June, 1897, of a licensed beerhouse the defendants, who were the lessees, covenanted with the plaintiff, who was the lessor, that they would not during the term open or use the house, or suffer the same to be opened or used, for any other purpose than as a beerhouse, "and also will at all times during the said term keep and conduct the same in a regular and proper manner in every respect, and will apply for and use their best endeavours when required to obtain a renewal of the existing licence or permission of her Majesty's justices of the peace for the vending of wines, ale, beer, and tobacco on the said licensed premises, and shall not knowingly or willingly do or suffer any act whereby the same may become indorsed, forfeited, or the renewal thereof refused, and will not commit any offence against the licensing laws for the time being in force." The defendants sublet the house and premises to a tenant from year to year, who was subsequently convicted of having permitted drunkenness on the premises, and the renewal of the licence was in consequence refused. The plaintiffs thereupon brought an action against the defendants to recover damages for breach of the above covenant. Farwell, J., held that the covenant to keep and conduct the house in a regular and proper manner in every respect was an absolute covenant by the defendants, and was not qualified by the subsequent part of the covenant, and that there had been a breach of it, and he gave judgment for the plaintiff for damages. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MOULTON, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that there was here a positive covenant to keep and conduct the house in a regular and proper manner in every respect, and as a matter of fact in the events which had happened the defendants had failed to do so. They had broken that absolute covenant. It was said that the decision of the House of Lords in *Bryant* v. *Hancock* (1899, A. C. 442) was in point, and that the first part of the covenant must be read as applicable to conduct apart from offences against the licensing laws. In his opinion *Bryant* v. *Hancock* did not apply. As stated by Collins, M.R., in *Wilson* v. *Twamley* (52 W. R. 529; 1904, 2 K. B. 99), the covenant in *Bryant* v. *Hancock* was divided into two parts, and it was held that the subject-matter of the first part must be limited, so as to give effect to the qualification imported by the word "wilfully" in the second part. No such difficulty arose here, there being a positive covenant by the defendants to keep and conduct the house in a regular and proper manner in every respect, which had been broken.

STIRLING and MOULTON, L.JJ., agreed.—COUNSEL, *Montague Lush*, K.C., and *Arthur Houston*; *Hugo Young*, K.C., and *Wood Hill*. SOLICITORS, *Field, Roscoe, & Co.*, for *Warren & Allen*, Nottingham; *Dawes & Sons*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

**STUCKEY AND OTHERS *v.* HOOKE.** No. 1. 3rd May.

FACTORY ACTS — UNDERGROUND BAKEHOUSE — CERTIFICATE — STRUCTURAL ALTERATIONS — APPORTIONMENT BY COURT OF SUMMARY JURISDICTION — EXPENSES OF—COVENANT BY TENANT TO PAY "OUTGOINGS" — FACTORY AND WORKSHOP ACT, 1901 (1 ED. 7, C. 22), S. 101, SUB-SECTION 8.

Appeal from the judgment of Warrington, J. The plaintiffs' predecessor in title let to the defendant's predecessor in title a house and

premises, 21, Caledonian-road (now in the metropolitan borough of Islington), which was used as a baker's shop with an underground bakehouse, for the term of twenty-one years from the 24th of June, 1888, at the yearly rent of £65; and the lessee covenanted to "bear, pay, and discharge the main drainage and sewers rates and taxes, and all burdens, duties, assessments, outgoings, and impositions whatsoever which now are or at any time or times during the said term shall be rated, taxed, charged, assessed, or imposed on the said premises hereby demised or any part thereof, or upon the landlord or tenant in respect thereof or of the rent hereby reserved (landlord's property tax only excepted)." The defendant became the assignee of the term, and occupied and used the underground bakehouse as such. In 1903 the Islington Borough Council refused to certify, under section 101, sub-section 2, of the Factory and Workshop Act, 1901, that the underground bakehouse was suitable for the purpose unless certain structural alterations were made. The plaintiffs and defendant could not agree as to the apportionment of the expenses of the alterations necessary to obtain the certificate, and accordingly the defendant applied to a metropolitan magistrate under section 101, sub-section 8, of the Act, who, after hearing both parties, apportioned the expenses as follows: Three-fourths to be borne by the plaintiffs and one-fourth by the defendant. The plaintiffs executed the necessary works, and brought this action to recover the whole of the expenses thereof from the defendant under the covenant in the lease. The defendant paid £50, being one-fourth of the expenses, into court. Warrington, J., gave judgment for the plaintiffs for the full amount. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MOULTON, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that the case was governed by the principle of the decision of the Court of Appeal in *Horner* v. *Franklin* (1905, 1 K. B. 479). There the court held that the county court judge was appointed the sole authority to determine by whom and in what proportion the expenses of making the necessary alterations to provide means of escape in case of fire in a factory, under section 7, sub-section 2, of the Factory and Workshop Act, (now section 14, sub-sections 2, 3, 4, of the Factory and Workshop Act, 1901), should be borne, and that the jurisdiction of the High Court to entertain an action against the lessee to recover the expenses upon his covenant to pay "outgoings" was excluded. Section 101, sub-section 8, of the Act of 1901 was governed by the same principle, a court of summary jurisdiction being appointed the statutory tribunal to determine the question instead of a county court. The cases of *Goldstein* v. *Hollingsworth* and *Morris* v. *Beal* were not inconsistent with that view, because those cases came before the Divisional Court by way of case stated by a magistrate, and the court was therefore only exercising an appellate jurisdiction, their function being to say whether the magistrate, who undoubtedly had jurisdiction, had decided rightly or not. The court was not then discussing any question of an action to recover the expenses. In his opinion, therefore, the court had no jurisdiction to entertain this action, the only remedy being by way of application to a court of summary jurisdiction, under section 101, sub-section 8.

STIRLING, L.J., agreed.

MOULTON, L.J., agreed. In his opinion section 101, sub-section 8, of the Act of 1901 made the court of summary jurisdiction the statutory arbitrator to determine by whom and in what proportion the expenses of the structural alterations should be borne; and in arriving at his decision the arbitrator had to take into consideration as part, but only as part, of the circumstances of the case the terms of the contract between the parties.—COUNSEL, *J. E. Bankes*, K.C., and *R. Cunningham Glen; Danckwerts*, K.C., and *D. M. Kerly*. SOLICITORS, *Gellatly & Son; Young & Sons*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

## High Court—Chancery Division.

*Re* **TILLAR, DECEASED. TILLAR** *v.* **PAULL.** Kekewich, J. 5th May.

WILL—CONSTRUCTION—GIFT OF WHOLE OF REAL ESTATE—EXCEPTION OF PERSONAL EFFECTS.

The testator by his will gave and bequeathed unto his brother the whole of his real estate with the following exceptions, and then followed a legacy of £600 free of duty and his personal effects at Fowey to his cousin, and a legacy of £50 to someone else. When the testator died he had no real estate, but he had some a year or two previously, which had been sold and the proceeds placed on deposit at a bank. A will had been drawn up which the testator refused to sign because the word "real" was not in it, and he only signed it when that word was inserted. This summons was taken out by the brother to decide whether he was not entitled to the whole of the testator's personal estate, subject to the payment of the debts and legacies. It was contended on his behalf that the testator had shewn an intention to dispose of all his estate by the fact that he had excepted his personal effects, and that real estate had been held to pass under a bequest of personal estate. For the next-of-kin it was argued that the testator had intentionally used a word with a technical meaning and that consequently full effect must be given to that meaning.

KEKEWICH, J., said that this case must be decided according to a principle which was not confined to wills, but was also applicable to other documents and even to oral communications. The principle was put in the clearest manner by Lord Eldon in *Hotham* v. *Sutton* (15 Vesey, at p. 326), where he said: "The express exception of money out of the other effects shews her understanding that it would have passed by those words; that express words were required to exclude it; and by force of the exclusion in the excepted article she says she thought that the words of her bequest would carry things not *ejusdem generis*." What she thought was what she intended. Applying that principle to the present case, the testator gave all his real estate with the following exceptions, and then followed two legacies of money and of his personal effects. He thought that those would pass under the general legacy of his real estate unless they were expressly excepted, and that shewed an intention that the whole of his estate, with those exceptions, should pass under the description of real estate. What did it matter whether "real estate" was a correct description or not? The testator intended what he thought, and therefore there would a declaration that the plaintiff was entitled to the whole estate of the testator subject to the two legacies.—COUNSEL, *P. O. Lawrence*, K.C., and *R. M. Stephenson; Ingpen*, K.C., and *Kerly; Stewart Smith*, K.C., and *Cassels-Hardy; Ashton Cross*. SOLICITORS, *A. B. Sanders*, for *J. A. Dixon*, Gateshead; *J. C. Button & Co.*, for *J. Messer Bennetts*, Truro.

[Reported by R. FRANKLIN STUBBING, Esq., Barrister-at-Law.]

*Re* **ALFRED MELSON & CO. (LIM.).** Buckley, J. 1st May.

COMPANY—WINDING-UP—PETITION BY JUDGMENT CREDITOR—WINDING-UP ORDER—BUSINESS OF COMPANY CARRIED ON BY DEBENTURE-HOLDERS—JUST AND EQUITABLE—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 79, SUB-SECTIONS 4, 5.

Petition. This was a petition to wind up the above company compulsorily, and was presented by the Bradford Dyers Association (Limited), who had recovered judgment against the company for £98 15s. 3d. on the 1st of December, 1905. The company was incorporated in 1897 and had a paid-up capital of £2,507. It had also a debt on debentures charged on the undertaking and all the property and assets of £5,500. Since the date of the judgment a further sum of £1,000 had been borrowed on the security of prior lien debentures. No receiver had been appointed, and the business of the company was being carried on by the debenture-holders, who were in possession of the assets. For the petitioners it was urged that the balance-sheet of December, 1905, shewed a surplus available for payment of creditors, and that even if the assets should prove insufficient for that purpose the court had jurisdiction to make the order asked for: *Re Chic (Limited)* (53 W. R. 659; 1905, 2 Ch. 345). The company opposed on the ground that if the winding-up order were made the petitioner could receive nothing in the winding-up, as the debentures more than exhausted the assets of the company.

BUCKLEY, J., after reviewing the facts, said: The company say the debentures would exhaust the assets, and that there would be nothing to wind up. If that is so, the company are not really and in substance carrying on business at all. It is the debenture-holders who are carrying on the business in the name of the company and using its credit. By ordering goods in the name of the company and incurring debts for which the company are liable they are availing themselves of the state of the law to which I drew attention in *Re London Pressed Hinge Co. (Limited)*, *Campbell* v. *The Company* (49 SOLICITORS' JOURNAL 334, 53 W. R. 407; 1905, 1 Ch. 576). This ought ought not to be allowed. In the earlier cases, *Re St. Thomas' Dock Co.* (1876, 24 W. R. 544, 2 Ch. D. 116) and *Re Chapel House Colliery Co.* (1883, 27 SOLICITORS' JOURNAL 616, 31 W. R. 933, 24 Ch. D. 259), it had been decided that a creditor asking for a winding-up order, where other creditors opposed, must shew some expectation of obtaining payment. These cases, however, were decided long before debentures had reached their modern development. It had never been laid down that the court was obliged to refuse the order in cases where other creditors did not oppose. In such cases the court has a discretion under section 79, sub-section 5, of the Companies Act, 1862, and I think under this section I am entitled to say that a company conducted under such circumstances ought not to go on, and that there ought to be a winding-up order. It is said that the company has no assets. On the facts put forward by the company I am not satisfied that they represent the true position of affairs. The balance-sheet of 1905 shews a surplus of assets over liabilities of nearly £3,000, and unless the "overdraft of Mr. Melson, £3,787"—the vendor to the company—is bad, as to which I have no evidence, I am not satisfied that the order would be barren. I ought to add this, with regard to the holding of the debentures. A Mr. Baring Gould holds £4,100 debentures and £500 prior lien debentures. £500 prior lien debentures are held by Mr. Paxton and £1,400 debentures are held by Mr. Seal, solicitor to the company. The persons substantially carrying on the business are not the company, but a limited number of individuals. In that state of facts I think the order ought to be made, and I make the usual compulsory winding-up order.—COUNSEL, *Buckmaster*, K.C., and *Ashton Cross; Kirby*. SOLICITORS, *Wynne-Baxter & Keeble*, for *Banks, Newell, & Hammond*, Bradford; *S. S. Seal*.

[Reported by EDWARD J. M. CHAPLIN, Esq., Barrister-at-Law.]

*Re* **CARY-ELWES CONTRACT AND** *Re* **THE VENDOR AND PURCHASER ACT, 1874.** Swinfen Eady, J. 16th March; 5th April; 3rd May.

VENDOR AND PURCHASER—LANDS CLAUSES CONSOLIDATION ACTS—PUBLIC AUTHORITY COMPELLED TO TAKE A CONVEYANCE OF EASEMENT COMPULSORILY ACQUIRED.

Summons. This was a summons under the Vendor and Purchaser Act, 1874, taken out by Mr. V. D. H. Cary-Elwes as vendor against the Scunthorpe Urban District Council as purchasers. Under the Scunthorpe Urban District Water Act of 1903, which incorporated all the material portions of the Lands Clauses Consolidation Acts and of the Waterworks Clauses Acts, 1847 to 1863, the district council gave notice to treat for certain lands and for certain easements and rights over other lands in the possession of the applicant. Arbitration proceedings followed, and in the course of the arbitration objection was taken on behalf of the vendor that the rights and easements in regard to laying of pipes required by the council under the notice to treat were in

excess of those authorized under the special Act of 1903. An agreement was made that the notice to treat should be regarded as amended, and before the arbitration began there was correspondence between the parties with a view to reduce the area of land over which easements were to be acquired. The solicitors for the council agreed to confine the land over which easements for pipes were to be acquired to a strip fifteen feet wide, and sent an amended plan shewing the alteration. The vendor's solicitors, in reply, pointed out that, though the proposed alteration had been made confining the easement to a narrow strip, yet the whole of the land in question was shewn surrounded with a black boundary line with the words "limits of deviation on deposited plans" inserted. The council's solicitors answered, "We cannot eliminate the lines of deviation without incurring a large expense which is unnecessary, and we hereby undertake that in the conveyance of the property we will not ask that these lines should be shewn on the plan to the deed." Subsequently the council took up the position that, as they did not wish for a conveyance, no conveyance need be executed at all. They said that they were content to rest their title for the present on the Act of Parliament, the notice to treat and the consequent award, and contended that, though entitled to require a conveyance, they could not be required to accept one against their will. The reason given for their wish to do without a conveyance was that the land in question was only a small piece, and the council did not consider it necessary to spend more money upon its acquisition than they had already done. For the vendor it was contended that the council were bound to complete their contract by taking a conveyance, exactly as they would have been bound to do under a voluntary agreement to purchase. The vendor desired a permanent record of the sale to exist in order to avoid uncertainty as to the extent of the easements granted to the possible future detriment of his adjoining property.

SWINFEN EADY, J., in a reserved judgment, said that it was well established that in a compulsory purchase a contract specifically enforceable by either party existed as soon as the notice to treat had been given and the price ascertained. Further, in *Re Pigott and the Great Western Railway Co.* (29 W. R. 729, 18 Ch. D. 146), Jessel, M.R., had held that in such a case all the ordinary rules as to specific performance applied unless there was some statutory enactment to the contrary. In *Harding* v. *Metropolitan Railway Co.* (20 W. R. 321, L. R. 7 Ch. 154) the railway company were compelled against their will to take an assignment of leasehold premises which they had taken compulsorily and had already paid for. In fact, after the price had been ascertained in a compulsory purchase the purchaser was in the same position as an ordinary purchaser and would be compelled by a court of equity to complete the purchase. Now, the intention of the parties to an ordinary contract for sale of real property was that upon payment of the purchase-money the property should be conveyed by a duly executed deed and this was an implied term of every such contract. Equity indeed considered the vendor as a trustee of the estate for the purchaser, and the purchaser as a trustee of the purchase-money for the vendor: Sugden's Vendors and Purchasers (14th ed.), 175. It was not, however, within the contemplation of the parties that the vendor should remain a trustee for the purchaser for an indefinite period. In due course the property and the legal and equitable estate in it was intended to be conveyed to the purchaser. Under a statutory purchase the position was the same, and a conveyance must be executed, except in those cases where the Act of Parliament itself operated as a conveyance. That position was recognized by the Finance Act, 1895 (58 Vict. c. 16), s. 12, which required in the case of a purchase authorized by any Act of Parliament that a properly stamped instrument of conveyance should be produced to the commissioners within three months after the completion of the purchase. There would be judgment that the respondents were bound to take a conveyance to be settled in case of disagreement under the direction of the court.—COUNSEL, *Sargant; H. Fellows.* SOLICITORS, *Tumplin, Taylor, & Joseph; Collyer-Bristow, & Co.*, for *Freer, Hett, & Hett*, Brigg.

[Reported by C. H. CARDEN NOAD, Esq., Barrister-at-Law.]

## High Court—King's Bench Division.

**REX** *v.* **DUGUID.** C.C.R. 5th May.

CRIMINAL LAW—CONSPIRACY TO TAKE CHILD UNDER FOURTEEN AWAY FROM CUSTODY OF GUARDIAN—CHARGE NOT MAINTAINABLE AGAINST THE MOTHER—IMMUNITY OF ONE DEFENDANT HAS NO BEARING ON THE CHARGE OF CONSPIRACY MADE AGAINST THE OTHER DEFENDANT—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. c. 100), s. 56.

Case stated by Walton, J., on the trial of Thomas Irving Duguid and Esther Quayle, who were tried before him on the 28th of February, at the Newcastle Winter Sessions, for conspiring unlawfully to remove Amelia Mary Chetwynd, a child under fourteen years of age, from the possession of her lawful guardian, Christopher Leyland. The indictment contained seventeen counts. Both defendants were acquitted of counts 1 to 8 inclusive and on count 17, and Quayle was acquitted on all the counts of the indictment. Duguid was convicted on counts 9 to 16, counts 1 to 8 charged Duguid and Quayle with conspiring together contrary to section 56 of the Offences Against the Person Act, 1861 (24 & 25 Vict. c. 100), to take away, decoy, entice, and detain the child by force and fraud with intent to deprive Leyland of the possession thereof. Counts 9 to 16 charged them with conspiring with Mrs. Chetwynd, the mother of the child, to commit the same offence. Section 56 enacts that whosoever shall by force or fraud take away or detain any child under fourteen with intent to deprive the guardian of possession thereof shall be guilty of a felony, "provided that any person who shall have acquired any right to the possession of the child or shall be the father of an illegitimate child shall be liable to be prosecuted by virtue thereof on account of getting possession of such child or taking such child out of the possession of any person having the lawful custody thereof." At the trial counsel for Duguid asked that a case should be stated to enable him to argue against the conviction that as the only conspiracy alleged in counts 9 to 16 was a conspiracy to commit the offence under section 56 of the Act of 1861, and that the only parties to the conspiracy as found by the jury were the defendant Duguid and Mrs. Chetwynd, who by reason of the proviso in the section could not be prosecuted for the offence in reference to her own child, it was open to argument whether Duguid could be said to have "conspired" within the meaning of the section with one who was not liable to prosecution under the Act. The learned judge sentenced Duguid to imprisonment and fine, but deferred the sentence pending the decision of this court. The defendant appeared in person, and stated that he was unable to instruct counsel for want of means. Counsel for the prosecution read the case, which stated that in August, 1905, by agreement between Duguid and Mrs. Chetwynd, the former undertook to remove the child out of the possession of her guardian, and that he in concert with Mrs. Chetwynd did certain acts to that end, receiving from the mother in all a sum of £500. Mrs. Chetwynd had obtained a divorce from her husband.

THE COURT (LORD ALVERSTONE, C.J., and KENNEDY, RIDLEY, DARLING, and WALTON, JJ.) held that there was evidence upon which the jury could find that there was an agreement between Mrs. Chetwynd and Duguid that he should do an unlawful and felonious act. Therefore, *primâ facie*, on that offence being established against one of the two persons charged, there was an unlawful conspiracy. Assuming that Mrs. Chetwynd could not be prosecuted (as to which the court expressed no opinion), the immunity of one person which would prevent her from being proceeded against had no bearing on the charge of conspiracy made against another. Conviction affirmed.—COUNSEL, *Scott-Fox*, K.C., and *Youll*. SOLICITORS, *Robertson & Bradley*, for *B. Clark*, Newcastle.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

**REX** *v.* **BRIGHTON CORPORATION.** *Ex parte* **SHOESMITH.**
Div. Court. 26th and 30th April.

HIGHWAY—ALTERATION AND MAKING UP BY LOCAL AUTHORITY—ORDERS FOR PAYMENT OF MONEY—UNNECESSARY EXPENDITURE—PUBLIC ROAD ADAPTED FOR MOTOR-CAR RACING—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 149—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), s. 141.

Rule *nisi* calling on the Corporation of Brighton to shew cause why a writ of *certiorari* should not issue to remove into the High Court certain orders and resolutions made on July and August, 1905, by the council whereby it was ordered that the treasurer of the borough should pay to the Public Works Committee two several sums of £2,500 and £550 upon the ground that the expenditure was wasteful, extravagant, and unnecessary, and therefore illegal, and that the corporation had no jurisdiction or authority to make it. Affidavits shewed that the corporation had spent these sums in altering and making Madeira-road, Brighton, a public highway, and completing its surface with tar macadam, in view of a contemplated motor-car competition by the Automobile Club, and then sought to cast the expense so incurred upon the ratepayers. Against the rule it was said, first, that there had been delay, and secondly, that it had been obtained on the alleged ground that the cost incurred was *ultrà vires* and consequently illegal. The fact was that there had been no unreasonable delay, that the laying of this road with tarmac was a most excellent way of paving it, and though it was perfectly true that the immediate occasion of adopting this method of paving the road was the fact that a motor competition was contemplated, yet the question had been brought before the corporation many years before and they were acting strictly within their powers in adopting this form of pavement. If that were so, and if the thing to be done was in the discretion of the local authority, then this court had no power to interfere with their act. In support of the rule it was urged that undoubtedly the corporation had not expended this money acting within their powers at all, but *ultrà vires* and in excess of their powers. It was incorrect to say that the court could only interfere if it were shewn that the corporation had exceeded their powers. The difference between dealing with the borough fund under the Municipal Corporations Act, 1882, and an urban authority, which the corporation were, under the Public Health Act, was this. An ordinary urban district council under the Public Health Act would be liable to have surcharged against them moneys they had spent which the auditors considered had been wasteful and extravagant; but where, as here, the corporation were the urban authority, the auditors had no power to surcharge at all. The court sat as a court of appeal against any wasteful expenditure in such a case; indeed the only means of surcharging a corporation was by coming to that court. *Cur. adv. vult.*

LORD ALVERSTONE, C.J., said the case was one of very great importance, because the rule asked them to quash orders for the payment of a very considerable sum of money. If there had been evidence that the altering of the road in the way suggested was the result of a consideration by the urban authority as to the needs of the road "as the occasion required," then the question whether this expenditure was a *bonâ fide* and proper one or was so unreasonable as to be illegal would not have arisen. There might be cases in which the expenditure was so unreasonable as to amount to it being *ultrà vires*, and he wished to say nothing as to what the powers of the court might be in such a case under section 141. Looking at all the circumstances of the case he thought the rule ought to be made absolute.

RIDLEY and DARLING, JJ., gave judgment to the same effect. Rule made absolute.—COUNSEL, *Sir R. B. Finlay*, K.C., *J. Eldon Bankes*, K.C., and *E. E. Humphrys; Montague Lush*, K.C., *Pollock*, K.C., and *W. A. Casson*. SOLICITORS, *Borrell & Borrell*, for *Hugo Talbot*, Town Clerk, Brighton; *Gates & Burnand*, Brighton.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

## Bankruptcy Cases.

*Re* **PILLING.** *Ex parte* **CHAPMAN.** Bigham, J. 3rd May.

BANKRUPTCY — MOTION BY FOREIGNER RESIDENT OUT OF THE JURISDICTION —SECURITY FOR COSTS.

Application for an order that a foreigner resident out of the jurisdiction who had served a notice of motion in the bankruptcy should give security for costs. The applicant Chapman was a creditor who had proved in the bankruptcy, and whose proof had been admitted. The respondent, Madame de Kohnlé, a foreigner resident out of the jurisdiction, and having no property within the jurisdiction, served a notice of motion on Chapman asking that his proof should be expunged, or alternatively for a declaration that she had an interest in the dividends receivable thereunder subject to prior charges thereon.

BIGHAM, J., refused to order her to give security for costs. He had no doubt that the court had jurisdiction to order security to be given, but it was obvious that the jurisdiction should not be exercised without good reason. In a recent case (*Re Hirsch, Ex parte Krause, No.* 98 *of* 1905, unreported) he had made an order against a foreigner for security for costs, but in that case the notice of motion set up a claim to certain specific property in the hands of the trustee which might have been set up by an action commenced by writ, and if it had been so commenced security for costs would have been ordered as a matter of course. The present motion was more like a claim to prove in the bankruptcy, and in such applications it had been held that security would only be ordered in extreme cases: *Re Semenza, Ex parte Paget* (42 W. R. 241; 1894, 1 Q. B. 15). In the present case it seemed very improbable from the affidavits that the costs would not be recoverable.—COUNSEL, *Whinney; Carrington.* SOLICITORS, *Robbins, Billing, & Co.; Blount, Lynch, & Petre.*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

## Solicitors' Cases.

### Solicitors Suspended.

May 8.—GEORGE JAMES VANDERPUMP, suspended for two years from the 24th of November, 1906.

May 8.—ERNEST HYAM WHITE, 19, Princes-street, Hanover-square, London, suspended for three years from the 1st of June, 1906.

# Societies.

## Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's hall, Chancery-lane, on the 9th inst., Mr. F. P. Morrell, M.A. (Oxford), in the chair, the other directors present being Sir George Lewis, Bart., Sir John Hollams, and Messrs. W. C. Blandy (Reading), W. H. Cockburn (Brighton), A. Davenport, W. Dowson, Hamilton Fulton (Salisbury), C. Goddard, W. H. Gray, J. R. B. Gregory, L. W. N. Hickley, W. G. King, J. F. Milne (Manchester), R. Pennington, J.P., W. A. Sharpe, and J. T. Scott (secretary). A sum of £285 was distributed in grants of relief. Six new members were admitted to the association, and other general business was transacted.

## United Law Society.

April 30.—Mr. W. Weigall in the chair.—The minutes of the last meeting were read and confirmed. Mr. H. C. Bickmore moved the following resolution: "That the present state of the law as to the contractual liabilities of women is unsatisfactory." Mr. Kains Jackson opposed, and after some discussion the resolution was carried by the casting vote of the chairman.

## Law Association.

The usual monthly meeting of the directors was held at the Law Society's hall on Thursday, the 3rd inst., Mr. T. H. Gardiner in the chair, the other directors present were Mr. S. J. Daw, Mr. E. T. Brandon, Mr. R. H. Peacock, Mr. A. Toovey, Mr. Mark Waters, and Mr. W. M. Woodhouse. The date of the annual general court was fixed for the 31st inst. Three new members were elected, and other general business was transacted.

# Law Students' Journal.

## Calls to the Bar.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S-INN.—R. M. Lowe (certificate of honour, C.L.E., Easter, 1906), Brasenose Coll., Oxford, B.A.; W. Dulley (certificate of honour, C.L.E., Easter, 1906); L. T. Ford (certificate of honour, C.L.E., Hilary, 1906), Merton Coll., Oxford, B.A.; W. H. Williams, Oxford Univ., B.A.; A. S. Gaye, Trin. Coll., Camb., B.A.; H. A. A. van Someren; Ratanchand Revachand Bugtani; Dwijendra Nath Basu, Calcutta Univ.; P. A. Pellerin; and A. S. Ward.

INNER TEMPLE.—R. G. McDonald, B.A., LL.B., Camb. (holder of a certificate of honour awarded Trinity term, 1905); G. P. Heywood, B.A., Camb.; G. F. Walker, B.A., Camb.; C. B. R. Ellis, B.A., Camb.; L. F. I. Loyd, Camb.; M. B. Blake, B.A., Oxford; G. B. Duncan, B.A., Camb.; A. C. Grainger, B.A., Oxford; C. E. Wade, M.A., Oxford; B. W. Worthington, Dublin; W. K. Chandler, B.A., Camb.; Jaffer Hajeebhai, Camb.; A. S. van Hees, Camb.; Norman Kendal, B.A., Oxford; J. A. Pate, B.A., LL.D., Camb.; and C. T. Flower, M.A., Oxford.

MIDDLE TEMPLE.—Harry Jones, W. A. Savage, Syed Agha Hasan, T. A. Gardner, B.A., LL.B., Trin. Hall, Camb., J. Nissim, B.A., Bombay and Camb. Univ., scholar of St. John's Coll., Camb., W. D. Knocker, E. G. Walker, J. M. A. G. Rousset, Elsley Zeitlyn, Captain John Hall-Dalwood, M. H. Carter, E. G. Clark, G. Tully-Christie.

GRAY'S-INN.—Muhammad Abdullah Al-Mámun Suhrawardy, M.A., London and Calcutta; J. Topham; D. D. Galbraith; C. Evans; Mahomad Hoosen Abdoolally Havelivala; Tayab Ali Paliwalla; Guru Saday Dutt, Bacon Scholar, Gray's-inn, 1904; F. S. Foley, LL.B, Manchester.

# Companies.

## Law Fire Insurance Society.

### ANNUAL MEETING.

The annual general meeting of the Law Fire Insurance Society was held on Tuesday, at the Society's House, Chancery-lane, Sir RICHARD NICHOLSON, the chairman, presiding.

The SECRETARY (Mr. W. J. Vine) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, referred in sympathetic terms to the loss which the board had sustained in the deaths of Mr. Rooper and Mr. Hellard. Mr. Rooper had been a director for forty-nine years, and before that had served as auditor for several years; and Mr. Hellard had been on the board for some twelve years. He then spoke of the recent terrible catastrophe at San Francisco, observing that the sympathy of the civilized world had gone out towards the sufferers. But one effect had been that insurance societies had been very badly hit, though the Law Fire was not affected, because they did not accept foreign risks. Turning to the accounts, he said the net premium income for 1905 had amounted to £166,256 9s. 3d., shewing an increase of £2,028 13s. 11d over that of 1904, and while one of course would have been delighted if it had been a great deal more, one could not but feel that the active competition amongst offices for the kind of business taken by the Law Fire was such as to preclude the expectation of a very large increase in the income of the society for the present. Although the society's increase was only £2,000, it was a matter of congratulation that they did not come within the category of some offices which shewed a very different result. He had before him some figures which shewed that the loss of business of some half-dozen companies as compared with 1904 ranged from £100 to £24,000, the average being something like £9,000 for the year. The assets shewed an increase in the shape of interest on investments to the extent of £560. The question was whether they were getting all the business they had a right to expect. The office could claim the support of the public and the shareholders and all interested in the society on grounds which ought to commend themselves to everybody who wished to insure. The society offered undoubted security, they had a careful administration of their affairs and a strong reserve, and he ventured to think that if the shareholders and those who could bring the society business would do their best it would be found that there would be a considerable increase of business. Going to the other side of the account, the losses paid and outstanding were £52,733 1s. 3d. or 31¾ per cent. of the net premium income. That ratio compared most favourably with the ratio which other offices were able to present. The commission expenses were £51,101 10s. 3d. or 30¾ per cent. of the net premium income, and this also was a ratio which compared most favourably with the expenses of other offices. He need not say that in order to secure such favourable results they had an anxious time in considering what risks they should accept and what they should reject. Then they had carried to reserve £20,000, making that item £240,000, which was the largest amount they had yet attained to. He hoped that would yet become a great deal higher. They must never forget that, careful as their administration might be, the nature of their business involved contingencies they could not foresee, and it was their duty as directors to prepare to meet them. Turning to the revenue account, the losses paid and outstanding were £3,968 less than for 1904. Commission was £1,140 less and expenses of management £600 more. The available balance for 1905 was £68,457 as against £64,355 for 1904. The balance-sheet contained a full statement of the investments, and he thought would commend itself to all men of business as shewing very safe and sound investments. It shewed a total of £386,120 as against £375,551 for 1904. The cash in hand and on deposit was £24,476 against £20,743 for 1904. This state of things enabled the directors to declare a dividend of 17s. 6d., of which 5s. had already been paid. It was a pleasant task to deal with accounts which were probably as good as those of any insurance office in the kingdom. This was the sixtieth year of the office. At its jubilee ten years ago a bonus was declared of 2s. 6d. per share, and the finances would now allow of his declaring a bonus of 2s. 6d. in addition to the 17s. 6d. dividend. He wished to express the thanks of the board for the support they had received from the shareholders and the public. Their best thanks were also due to the society's agents and staff for their support and assistance in the administration of the affairs of the society.

Sir Wm. Farrer, in seconding the motion, said that the statements which had reached the newspapers from the chairs of great companies affected by the San Francisco catastrophe were all to the effect that they were able to meet their losses without touching their reserves. This spoke most highly of the way in which they had been conducted, but it also proved the necessity of strengthening the reserves. He was sure he voiced the sentiments of the whole room when he spoke of the care and of the business-like qualities with which the office work was conducted, and he asked the meeting, in common with the chairman, to render thanks to the staff.

The report having been unanimously adopted,

On the motion of the Chairman the retiring directors were re-elected as follows: Mr. Charles Whitbread Graham, Lord Stratheden and Campbell, Mr. John Gwynne James, Mr. Frederick Morgan, Mr. William Melmoth Walters, Mr. William Williams, Mr. Frederic Parker Morrell, Mr. William Nocton, and Sir Henry Arthur White.

On the motion of Mr. D. R. Lewin Lowe, Mr. E. Waterhouse, F.C.A., was re-elected auditor.

A vote of thanks to the chairman, moved by Mr. S. Bircham, brought the proceedings to a close.

# Legal News.

## Appointments.

Mr. Ernley Robertson Hay Blackwell, barrister-at-law, has been appointed an Assistant Under-Secretary of State for the Home Department.

Mr. Edward J. Stannard, solicitor, of the firm of Messrs. Robinson & Stannard, 19, Eastcheap, E.C., has been appointed a Commissioner to Take Acknowledgments of Married Women.

## Changes in Partnerships.

## Dissolutions.

Frederick Foss, Daniel Breay Ledsam, and Ernest William Blount, solicitors (Foss, Ledsam, & Blount), 5, Fenchurch-street, London. April 30. So far as regards the said Daniel Breay Ledsam, who retires. The said Frederick Foss and Ernest William Blount will continue to carry on the business at the same address under the firm of Foss & Blount.

John Charles Wilford and John Charles Wilford, jun., solicitors (Wilford & Son), Sunderland. April 26. [*Gazette*, May 4.

## General.

It is stated that the Treasury have decided to build a new county court house for Westminster. It is understood that the new building will be erected on the site of the old premises in St. Martin's-lane, and that the work will be begun in August next.

It is announced that the Lord Chancellor has appointed Mr. Samuel Moss, M.P., Deputy County Court Judge for Chester and North Wales Circuit, in view of the long period of rest which will be necessary for Judge Sir Horatio Lloyd after his severe illness.

A special meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions was held on the 3rd inst. at the Guildhall, Westminster, when Lord Cross (president of the society) took the chair. The society considered the Criminal Appeal Bill and the Justices of the Peace (No. 2) Bill.

The joint congratulatory dinner by the North-Eastern Circuit to Mr. Justice Sutton, the Attorney-General, and the Solicitor-General, which was postponed recently on account of the illness of the Attorney-General, has now been fixed to take place on Saturday, the 26th inst., at the Imperial Restaurant, Regent-street.

The Lord Chief Justice and Mr. Justice A. T. Lawrence have fixed the following commission days for the summer assizes on the Western Circuit: Salisbury, Wednesday, June 6; Dorchester, Tuesday, June 12; Wells, Saturday, June 16; Bodmin, Saturday, June 23; Exeter, Thursday, June 28; Winchester, Thursday, July 5; Bristol, Thursday, July 12.

An inquest was held this week at Isleworth on Mr. Edward Philip Stanley Alderson, solicitor, of King's Bench-walk, Temple, and a member of the Middlesex County Council, who was found shot through the temple with a revolver by his side, in his bedroom. It was stated that since the death of his wife, five years ago, he had been subject to terrible fits of depression, and a verdict was returned of suicide during temporary insanity.

That the law is a progressive science, is, says the *Albany Law Journal*, again demonstrated in the introduction of the phonograph in court. The novel incident occurred during the trial of a damage suit against an elevated railroad company in the United States Court at Boston, the introduction of the recording instrument being to demonstrate to the court the deafening noise made by the elevated cars. Of course, the introduction of this evidence was strenuously objected to by the counsel for the defendant, but it was allowed by the court, and, we think, quite properly. Another new kind of evidence created by modern scientific developments is that furnished by telephones, and the right to put telephone conversations in evidence, though not universally conceded, has been upheld in a number of decisions.

Mr. Justice Channell has fixed the following commission days for the first part of the summer assizes on the North Wales Circuit: Newtown, Wednesday, May 30; Dolgelly, Monday, June 4; Carnarvon, Wednesday, June 6; Beaumaris, Tuesday, June 12; Ruthin, Thursday, June 14; Mold, Monday, June 18. The commission days for the second part of the circuit at Chester and Swansea will probably be Monday, July 16, and Monday, July 23, respectively.

Mr. Justice Jelf has fixed the following commission days for the first part of the summer assizes on the South Wales circuit: Haverfordwest, Wednesday, May 30; Lampeter, Saturday, June 2; Carmarthen, Wednesday, June 6; Brecon, Tuesday, June 12; Presteign, Friday, June 15. The commission days for the second part of the North and South Wales circuits, at which Mr. Justice Channell and Mr. Justice Jelf will both attend, are now fixed: Chester, Monday, July 16; Swansea, Monday, July 23.

The Solicitors Bill was read a second time in the House of Lords on the 4th inst., on the motion of Lord Alverstone, who explained that the object of the Bill was to make section 16 of the Solicitors Act, 1888, which authorizes the registrar of solicitors to refuse to issue certificates in certain cases, apply to every solicitor who, being an undischarged bankrupt, applies for a fresh certificate or the renewal of a certificate to practise. There might be many cases, he said, in which an undischarged bankrupt might be allowed to practise, but there were many others in which it was highly undesirable that he should be allowed to do so. The Bill passed through Committee on the 8th inst. without amendment.

Sir John Hollams, in his "Jottings of an Old Solicitor," published too late for notice this week, but which we hope to review hereafter, tells the following story of Sir Charles Wetherall, when Solicitor-General. He had fixed a consultation for certain lay clients (including an M.P.), who were to fight a motion to commit them for contempt. Clients and solicitor repaired to Stone-buildings, where Sir Charles resided and had his chambers. "On knocking at the door it was opened by Sir Charles Wetherall, with nothing on but his night-shirt, which doubtless had been white, but could hardly at that time be so described. Having asked us in, he proceeded to dress and to shave in the calmest way without a word of explamation or apology. . . . He was a remarkable man. He did not wear braces, and there was generally a space of an inch or so between his waistcoat and the top of his trousers."

"I once attended some legal proceedings in Nevada," says a Philadelphia lawyer, quoted by *Harper's Weekly*, "which were unconventional to say the least. The judge presiding made up what he lacked in legal lore by a certain entertaining joviality. The case before him was windy and long drawn out, and it was plainly to be seen that he was tired and uninterested. To one of his decisions counsel for the defendant promply took exception and his honour nodded carelessly and settled down in his ample chair. For a moment or two he quietly dropped off to sleep, his chair tilted backed against the wall. Suddenly he fell over backwards, and, scrambling to his dignity and his seat, he sought to cloak his mishap by exclaiming abruptly and irrelevantly: 'No, counsellor, I must adhere to my decision of a moment ago.' Counsel for the defence arose, and, with a serious bow, said: 'Ah, but your honour has just reversed himself most conclusively.'"

A circular has been sent by direction of the Home Secretary to the chief officers of the county and borough police forces, in which it is stated that he has had under his consideration the best means of aiding local police forces in the investigation of difficult and obscure cases of murder or other serious crime; and that for this purpose he has made arrangements by which a small number of detectives of special skill and experience, who would ordinarily be employed in the investigation of crime in the metropolis, may be lent to local police authorities for temporary service in cases of exceptional difficulty. These officers must necessarily remain under the direct control of the Commissioner of Police, but they will carry out the investigations in which they are employed in close co-operation with the chief constable of the local force and his officers, and as the inquiry goes on will regularly supply to the chief constable reports of its progress and results.

The question arose in one of the courts recently, says the *Evening Standard*—should a junior speak in the absence of his leader? A similar point arose in a court a good many years ago over which Mr. Justice Crompton presided. Edwin James had thrown up his brief and stalked out of court, disgusted with his client. But the junior counsel remained and proceeded to address the jury. "Don't you know, sir, that your leader has left the court?" snapped the judge. "Yes, my lord, but I still think there are some points which ought to be laid before the jury." The speech was made—an admirable, telling speech, making the best of a bad case. The judge became interested in the stranger, then quite euthusiastic, and finally at the conclusion of his address made him a courtly bow and paid him a handsome compliment. The junior was Charles Russell, the future Lord Chief Justice, and the case was his first step towards fame.

Legal visitors to the Royal Academy will, says a writer in the *Globe*, find an unusually large number of pictures to excite their professional interest. Mr. S. J. Solomon's life-like portrait of Lord Davey is the most striking portrait of a judge seen on the walls since Mr. Sarjent's portrait of Lord Russell of Killowen was exhibited. Miss Anna Airy's portrait of Sir Gorell Barnes, in which the learned judge is arrayed in all the glory of his judicial robes, is another strong piece of legal portraiture, though in point of likeness it leaves, perhaps, something to be desired. An excellent portrait of Mr. Bosanquet, K.C., by Mr. W. Onslow Ford, has been treated rather unkindly by the hanging committee; and so, too, has a

portrait of Mr. Fossett Lock, th[illegible] by Miss Beatrice Lock. Mo[illegible]e honorary secretary of the Selden Society, of Mr. R. B. D. Acland, [illegible]re fortunate is Miss Catherine Ouless's portrait Black and White Room[illegible].C., which occupies a place on the line. In the Mr. Seymour Luc[illegible]as; a study of the head of Mr. Haldane, K.C., M.P., by the Marchioness of Granby; and a portrait of Judge Bompas, K.C., by Hugh Arnold. Even the Architectural Room is not wholly without a special interests for the legal visitor; it contains the design for the new Law Courts at Cape Town, and a sketch of the public entrance to the Shoreditch police-court.

In the House of Commons on Wednesday Mr. Radford asked the Chancellor of the Exchequer whether he was aware that in recent cases under the Finance Act, 1894, not covered by the case of *Re Campbell* or any other legal decision, the Commissioners of Inland Revenue had demanded settlement estate duty on the capital required to produce in perpetuity annuities given by testators in general terms without any special fund being appropriated to provide the same, and that the result of such a demand was to impose an obligation to pay (in addition to legacy duty) settlement estate duty, not on the capital value of the annuity, but on a larger sum, with the consequence that the duty in some cases amounts to 14 and 20 per cent. on the capital value of such annuities; and whether he would give directions to the Commissioners of Inland Revenue to prevent such claims being made in the future in the case of simple annuities. Mr. McKenna (who answered on behalf of the Chancellor of the Exchequer), said: Where settlement estate duty is chargeable in respect of settled property, as defined by the Finance Act, 1894, it is chargeable by the statute upon the principal value of the property settled, and not upon the principal value of the terminable interests, whether annuities or life interests. The question whether the property is settled has to be determined with reference to the circumstances of each case. The gift of a simple annuity, neither charged on real or leasehold property, nor directed to be paid out of income, is not held to constitute a settlement giving rise to settlement estate duty. If my hon. friend will supply me with particulars of any case or cases of hardship which he has in view I shall be happy to investigate them.



# Court Papers.

## Supreme Court of Judicature.

Rota of Registrars in Attendance on

| Date. | Emergency Rota. | Appeal Court No. 2. | Mr. Justice Kekewich. | Mr. Justice Farwell. |
|---|---|---|---|---|
| Monday, May.....14 | Mr. King | Mr. Greswell | Mr. Farmer | Mr. Carrington |
| Tuesday, .....15 | Farmer | Church | King | Beal |
| Wednesday .....16 | W. Leach | Greswell | Farmer | Carrington |
| Thursday .....17 | Theed | Church | King | Beal |
| Friday .....18 | Church | Greswell | Farmer | Carrington |
| Saturday .....19 | Greswell | Church | King | Beal |

| Date | Mr. Justice Buckley. | Mr. Justice Joyce. | Mr. Justice Swinfen Eady. | Mr. Justice Warrington. |
|---|---|---|---|---|
| Monday, May.....14 | Mr. Theed | Mr. Godfrey | Mr. Jackson | Mr. R. Leach |
| Tuesday, .....15 | W. Leach | R. Leach | Pemberton | Godfrey |
| Wednesday .....16 | Theed | Godfrey | Jackson | Pemberton |
| Thursday .....17 | W. Leach | R. Leach | Pemberton | Jackson |
| Friday .....18 | Theed | Godfrey | Jackson | Beal |
| Saturday .....19 | W. Leach | R. Leach | Pemberton | Carrington |

# The Property Mart.

## Sales of the Ensuing Week.

**May 15.—Messrs. H. E. Foster & Cranfield** (in conjunction with Mr. George Ravenshear), at the Mart, at 2:—The most Important Sale held in the District—West Ealing, W.: Freehold Banking Premises, Shop and Office Property, Shops, Land, and Ground-rents. Solicitors, Messrs. Corbin, Greener, & Cook, Messrs. Jordan & Lavington, and James Morley, Esq., all of London. (See advertisement, this week, back page.)

**May 16.—Messrs. Norton, Trist, & Gilbert**, at the Mart, at 2, in Four Lots:—Freehold Ground-rents, Hornsey, N., amounting to £227 10s. per annum. Solicitors, Messrs. Budd, Brodie, & Hart, London. (See advertisements, this week, p. iv.)

**May 16.—Messrs. H. E. Foster & Cranfield**, at the Mart, at 2:—Freehold and Leasehold Properties at Holborn, Whitechapel, Bow Common, St. George's-in-the-East, Caledonian-road, Ropley (Hants), and Winchmore Hill.

**May 17.—Messrs. H. E. Foster & Cranfield**, at the Mart, at 2:—
INTEREST IN POSSESSION in One-tenth of Forty-six Hundredths of an unrealized estate, value £59,300; also
REVERSION to One-tenth of Twenty-four Hundredths of same estate, life 66; also REVERSION to One-sixth of Twelve Hundredths of same estate, life 67; also REVERSION to One-tenth of Eight Hundredths of same estate, life 64. Solicitor, H. Greenwood-Teale, Esq., Leeds.

REVERSIONARY RENT-CHARGES of £2,750 per annum, life 24, on the decease of a lady aged 69 and gentlemen aged 53. Solicitor, J. Pierce, Esq., Nottingham.

REVERSIONS:
To Two One-eighths of a Trust Fund, value £9,112 13s. 7d.; lady aged 72. Solicitors, Messrs. Wood & Sons, London.
Contingent on survivorship to the Whole of a Trust Fund, value £2,500, with Policy; gentleman 62. Solicitors, Messrs. Robins, Hay, Waters, & Hay, London.

POLICIES for £2,000, £750. Solicitor, Geoffrey Chubb, Esq., London.
(See advertisements, this week, back page.)

# Winding-up Notices.

*London Gazette.*—Friday, May 4.

## JOINT STOCK COMPANIES.

Limited in Chancery.

Appankran Consolidated Mines, Limited—Petn for winding up, presented May 2, directed to be heard May 15. Statham & Co, Ironmonger ln, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 14

Carlisle Race Stand Co, Limited (in Liquidation)—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to John Jackson Saint, 39, Lowther st, Carlisle. Blackburn & Main, Carlisle, solors for liquidator

Chemical Products Co, Limited—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to James Taggart, 52, Queen Victoria st

Decorative Art Printing Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to George Bennett Nancarrow, Clifford chmbrs, York. Kay, York, solor for liquidator

John Partington & Co, Limited—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to H. Crewdson Howard, Bassishaw House, Basinghall st. Gordon & Co, Bradford, solors for liquidator

London Coliseum, Limited—Petn for winding up, presented May 2, directed to be heard May 15. Mills, Chancery ln, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 14

Penydarren Brewery Co, Limited—Creditors are required, on or before May 30, to send in their names and addresses, with particulars of their debts or claims, to John Mathias Berry, Victoria st, Merthyr Tydfil

Shuttleworth & Binns, Limited—Creditors are required, on or before June 2, to send their names and addresses, and the particulars of their debts or claims, to Thomas Hayward, Piccadilly, Bradford. Ratcliffe & Durrance, Bradford, solors for liquidator

Thomas Lobley & Co, Limited—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Pilling, Acresfield, Bolton

Wm Austin & Co, Limited—Petn for winding up, presented April 26, directed to be heard May 15. Court, Aldersgate st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 14

*London Gazette.*—Tuesday, May 8.

## JOINT STOCK COMPANIES.

Limited in Chancery.

Bells Asia Minor Steamship Co, Limited—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to Edward Constantin Alexander Minotto, at the office of Field & Co, Liverpool, solors for liquidator

Buluwayo Consolidated Gold Mines, Limited—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Acton Dodds, Copthall bldgs

Midland Hide, Skin, Fat, and Tallow Co, Limited—Petn for winding up, presented May 3, directed to be heard at Birmingham. May 17. Wright. Birmingham, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 16

Orange River Irrigation, Limited—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st. Winter, Finsbury House, Blomfield st, solor for liquidator

River Ethrow Bleaching Co, Limited—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to John Clark Wild, 2, Faulkner st, Manchester. Boote & Co, Manchester, solors for liquidator

South Shields Tramway and Carriage Co, Limited—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to W. Frederick Cox, Donington House, Norfolk st, Strand. Morse, Norfolk st, solor for liquidator

Straits Steamships, Limited—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Michael Brown Pearson, 55, Leadenhall st. Stibbard & Co, Leadenhall st, solors for liquidator

Taunton and West Somerset Electric Railways and Tramways Co, Limited—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to P. N. Gray, Donington House, Norfolk st, Strand

United Manufacturers Military and Motor Accessories, Limited—Creditors are required, on or before June 15, to send their names and addresses, and particulars of their debts or claims, to Charles Albert Radermacher, Camomile st

United Service Share Purchase Society, Limited—Petn for winding up, presented May 4, directed to be heard May 22. Downer & Johnson, Union ct, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 21

West Riding Manufacturing Co, Limited—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to William Martello Gray, District Bank chmbrs, Market st, Bradford. Wade & Co, Bradford, solors for liquidator

Unlimited in Chancery.

Blackheath Proprietary School Co—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to Alfred William Akehurst, 16, Philpot ln. The above notice refers to the Proprietary School which ceased in April, 1906, and not to the Blackheath School Co, Limited, which is now carrying on the school

Universal Art Trading Co—Petn for winding up, presented May 3, directed to be heard May 22. Dade & Co, Basinghall st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 21

# Creditors' Notices.

## Under Estates in Chancery.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, May 1.

HORWOOD, JOSEPH, Mill End, Rickmansworth, Gravel Merchant May 21 Horwood v Lomas, Kekewich, J Soames, Norfolk st, Strand

TYLER, ANN ELIZABETH, Southend on Sea June 5 Parsons v Kemp, Kekewich, J Gregson, Southend on Sea

WOODHEAD, BETSY, Gomersal, York June 6 Woodhead v Seed, Eady, J Munby, Crosby bldgs, Crosby sq

WOODS, JAMES, Stratford, Leather Seller May 25 Woods v Woods, Warrington, J Banes, Stratford

*London Gazette.*—FRIDAY, May 4.

ELWORTHY, HERBERT SAMUEL, St Albans, Hertford, Chemical Engineer June 5 Elworthy v Elworthy, Eady, J Taylor & Co, Norfolk st, Strand

WHAMOND, JOHN ROBBIE, Langland gdns, South Hampstead, Chartered Accountant June 1 The Securities Insurance Co v Whamond, Buckley, J Allistone & Davey, Bedford row

*London Gazette.*—TUESDAY, May 8.

TUCK, ELIZABETH BAYLEY, Alexander pvmt, Middle ln, Hornsey May 31 Murch v Loosemore, Buckley, J Bryant, Southampton st, Strand

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, May 1.

ALLEN, HARRIET, Kings Heath, Worcester June 1 Glaisyer & Co, Birmingham

ASHERTON, RICHARD, Freshfield, Lancs June 4 Brighouse & Co, Ormskirk

BATHURST, Rev ROBERT ANDREW, Eastbourne May 31 Hores & Co, Lincoln's inn fields

BILLINGTON, ROBERT, Lytham, Lancs June 1 Cookson, Preston

BOND, ELIZA, Hersham, Surrey May 28 Taylor & Co, Gresham st

BURNETT, MARY MARTHA, Ripon, Yorks June 5 Wise & Son, Ripon

CARTER, AUGUSTA, Stanley gdns, Haverstock hill June 1 Gasquet & Co, Gt Tower st

COVERDALE, ROBERT HAUXWELL, Hartlepool, Shipower July 26 Turnbull & Tilly, West Hartlepool

CRANE, MARY FRANCES, Edwardes sq, Kensington May 31 Wadeson & Malleson, Devonshire sq, Bishopsgate

CRAVEN, SARAH JANE, Addingham, Yorks May 10 Gordon & Co, Bradford

DAWSON, CHARLES, Gildersome June 5 James, Leeds

DELANEY, ELIZA, Birmingham June 1 Glaisyer & Co, Birmingham

EVANS, MARGARET LYDIA, Dowlais, Glam, Beerhouse Keeper May 19 Lewis & Jones, Merthyr Tydfil

FARRANT, ANN, Pitminster, Somerset June 1 Channing, Taunton

FARRELL, JOHN, St Anne's on Sea, Lancs May 31 Dixon & Co, Manchester

GORDON, WILLIAM FLETCHER, Wimbledon May 21 Blount & Co, Albemarle st

GRATTON, ANNE, Abergele, Denbigh May 15 Williams & Williams, Rhyl

HANKINSON, THOMAS JAMES, Bournemouth, Estate Agent June 16 Trevanion & Co, Bournemouth

HAY, JAMES, Park Town, Johannesburg, Transvaal June 1 Fiske, Norfolk st, Strand

HOARE, JOHN, Bridport, Grocer June 1 Temple, Bridport

HOWELL, WALTER JAMES, Cardiff, Licensed Victualler May 31 Pocock, Cardiff

LORD, EDWARD, Burnley May 31 Smith & Smith, Burnley

OLIVER, MARY, Bradford May 29 Richardson & Son, Bradford

PERCEVAL, THOMAS HELIER, Hans pl, Chelsea June 24 Lyne & Holman, Gt Winchester st

POTTER, WINIFRED, Priory rd, West Hampstead June 2 Potter & Co, Queen Victoria st

QUAY, WILLIAM, Maryport, Cumberland May 31 Crerar & Mason, Maryport

SALTER, CATHERINE, Hartington rd, West Ealing June 4 Upton & Britton, Bedford sq

SAMUEL, RICHARD THOMAS, Newton, Glam May 31 Williams & Prichard, Cardiff

SHARP, SARAH, Chingford, Essex May 25 Wadeson & Malleson, Devonshire sq, Bishopsgate

SWALLOW, WILLIAM ANDREW, Ossett, Yorks, Mungo Manufacturer June 13 Harrison & Co, Wakefield

THOMPSON, JANE, Caversham, Oxford May 21 Ratcliffe, Reading

TIDD-PRATT, EMILY ELIZABETH ANN, Hastings June 30 Campbell & Co, Warwick st, Regent st

TREWEEK, ALICE MILLER, Tyldesley, nr Manchester June 9 Boote & Co, Manchester

VERE, CHARLOTTE, Windermere, Westmorland June 20 Milne, Kendal

WARREN, RICHARD, Tooting Graveney, Ironfounder May 31 Gibson & Co, Portugal st bldgs, Lincoln's inn

WHITMEY, STEPHEN, Yeovil May 31 Watts & Co, Yeovil

WILKINSON, ALEXANDER, Sutton, Surrey June 15 Yeilding & Co, Vincent sq, Westminster

WRIGHT, THOMAS, Birks Harborne, Staffs, Rope Manufacturer June 1 Glaisyer & Co, Birmingham

*London Gazette.*—FRIDAY, May 4.

ANDERSON, WILLIAM, Easington Lane, Durham June 7 Isaacs & Heath, Sunderland

ANDREWS, FANNY FIELD, East Sheen June 7 Pears & Co, Albemarle st

ASHTON, RICHARD, Barnstaple, Accountant June 4 seldon, Barnstaple

BATES, WALTER, Slough, Bucks June 20 Freeman & Son, George st, Hanover sq

BAYNES, CHARLES CHRISTOPHER CARLETON, Worthing June 30 Arnold & Co, Rochester

BEARESFORD, MARY LAW, Darnall, Sheffield June 5 Auty & Sons, Sheffield

BROWNE, MICHAEL, Lenton, Nottingham, Lace Manufacturer May 31 Browne & Son, Nottingham

BULLOCK, CHARLES JAMES, Bromley Aug 2 Somerville, Lincoln's inn fields

BURROWS, HARRIETT, Old Basford, Nottingham June 8 Bramley, Nottingham

CABRERA, GUSTAVUS, Barkston gdns, South Kensington June 6 Lacy & Minton, New sq, Lincoln's inn

COCKS, WILLIAM, Hyde, Chester May 17 Smith & Sons, Hyde

COLLYER, ELIZABETH, Lowestoft June 1 Lawton & Co, Eye, Suffolk

COTTERELL, EDWARD JAMES, Oldbury, Worcester May 31 Shakespeare & Co, Oldbury, nr Birmingham

DELL, JOHN ABSALOM, Clayton, Sussex June 1 Dell & Loader, Brighton

EAGER, JESSY, Brockley June 2 Robinson & Co, Charterhouse sq

EDE, FREDERICK, Canterbury May 31 Burch & Brooks, Canterbury

FAIRBURN, GEORGE, Harrogate, Bath Chair Proprietor May 28 Kirby & Son, Harrogate

FRASER, HUGH, Long ln, Merchant June 12 Rachel Maria Fraser and Lawrence Fletcher Long ln

GREEN, JOHN CONEY, Halstead, Essex June 30 E F & H Landon, New Broad st

GUBBINS, CHARLES EDGEWORTH, Hyde Park gate June 14 Lewis & Co, Albany ct yd, Piccadilly

HARRIES, EDWARD GEORGE, Shrewsbury May 15 Barton & Stickman, Shrewsbury

HINTON, ELIZABETH JANE, Liscard, Chester May 15 Cook & Talbot, Southport

HUGHES, JOHN, St Leonards on Sea May 31 R Stace and J Gibson, 44, Marina, St Leonards on Sea

JAMES, JOHN, Faversham June 7 Watkin, Railway app, London Bridge

JONES, ANNA ELIZABETH, Richmond June 4 Griffith, St Bride's av, Fleet st

JONES, CHARLES, Glenridge, Whitton June 5 Dalbiac & Co, Lincoln's inn fields

MAITLAND, THOMAS, Worple rd, Wimbledon May 31 Donaldson, Bloomsbury pl

MICKERSON, JAMES ALEXANDER, Grimsby June 11 Barker, Gt Grimsby

MORRIS, CHARLES KNOWLTON, Oakham, Rutland, Brewer June 6 Adam & Son, Oakham

MOUNT, CAROLINE, Buraledon, Hants June 16 Green & Co, Southampton

NICHOL, ALEXANDER, Bradford June 2 Ratcliffe & Durrance, Bradford

O'DONOGHUE, HENRY O'BRIEN, Long Ashton, Somerset, Solicitor June 25 O'Donoghue & Forbes, Bristol

PAXTON, LLEWELLYN, Lavant, nr Chichester June 3 Jenkyn & Son, Lincoln's inn fields

PEEL, ROBERT, Pudsey, Yorks, Whitesmith June 11 Sutcliffe & Treaholme, Bradford

POOLEY, CHARLOTTE LAURA, High Wycombe, Bucks June 23 Clarke & Son, High Wycombe

PROBERT, JOHN, Clun, Salop, Farmer June 23 Buchanan, Clun, Salop

PUGH, FRANK HARRIS ERNEST RICHARD, Regent st June 21 Munby & Nevile, Crosby bldgs

QUIGLEY, JOHN, Garston, Liverpool, Labourer June 20 Husband, Liverpool

RICHARDSON, ELIZABETH, Buckingham June 12 Newton & Calcott, Leighton Buzzard

SELDON, EMMA ALBERTINA, Barnstaple June 4 Seldon, Barnstaple

SILVESTER, Col FREDERICK, North Hall, nr Wigan May 30 Finch & Co, Preston

SMITH, ISHMAEL, Queensbury, Yorks, Joiner June 4 J & F H Richardson, Bradford

SMITH, JOHN, Halifax May 28 Dey, Halifax

SOMERVILLE, MARTHA, Wakefield June 20 Saxton & Morgan, Somerset st, Portman sq

STRAUSS, ALEXANDER, Frankfort on the Maine June 13 Goldberg & Co, West st, Finsbury circus

SWIFT, FEARNLEY, Lister Hills, Bradford, Woolstapler June 12 Chambers & Chambers, Brighouse

UTTLEY, THOMAS FIELDEN, Liscard, Chester, Solicitor June 14 Littler, Manchester

WALKER, JOHN, Hatton, Lincs, Farmer June 18 Cuthbert & Son, Horncastle

WALKER, VYELL EDWARD, Southgate July 31 Gellatly & Son, Billiter st

WEDGWOOD, MARY, Campden, Glos June 6 Hores & Co, Lincoln's inn fields

WILLIAMSON, JOHN SMITH, Camden st, Camden Town June 5 Tempany & Co, Bedford row

*London Gazette.*—TUESDAY, May 8.

BLACK, RICHARD, Chorlton cum Hardy, Manchester, Chartered Accountant June 9 Whitworth, Manchester

BRETTINGHAM, CHARLES, Oldfield Park, Bath June 11 Woodcock & Co, Bloomsbury sq

BRINE, CAROLINE, Southsea June 18 Blake & Co, Portsmouth

BROOKSBANK, GEORGE, Huddersfield, Ironfounders' Foreman June 18 Ward, Huddersfield

CHAPMAN, GEORGE MARTYN, Wimbledon, Builder June 5 Richards & Co, York pl, Portman sq

CLARK, MAHALA, Kingston upon Hull, Cowkeeper June 21 Hall, Hull

DAWSON, ELIZA, Rowsley, Derby July 12 F & H Taylor, Bakewell

DUER, MARY, Bournemouth June 30 Kirby & Co, The Sanctuary, Westminster

FERNIE, KIRWAN JOSEPH, Mill Hill June 24 Baddeley & Co, Leadenhall st

FORDHAM, CYRUS, Market Deeping, Lincs, Schoolmaster June 1 Barnard & Taylor, Lincoln's inn fields

GARDNER, JOHN, Blackrod, Lancs June 30 Hodgkinson, Bolton

GEARE, WALTER FREDERICK, Exeter, Solicitor May 24 Geare & Mathew, Exeter

GOLDBERGER, RUDOLF, Belsize sq, Stockbroker June 5 Styer, Fenchurch st

GRAY, ANN, Benwell, Newcastle upon Tyne June 15 Brown & Son, Newcastle upon Tyne

GROUT, MARY ANN, Guisborough May 19 Buchannan & Richardson, Guisborough

HENRIQUES, NATHANIEL CHARLES COHEN, Kingston, Jamaica June 30 Wilson & Munton, Kingston, Jamaica

HUGHES, WILLIAM, Buckhurst Hill, Essex June 8 Norris & Martin, Devonshire sq

LEVIN, CAROLINE LOUISA, St Leonards on Sea, Sussex June 4 Marsh & Co, Kingston on Thames

MAKINS, Col Sir WILLIAM THOMAS, Henley on Thames June 20 Mackrell & Ward Walbrook

MARTIN, EMILY, East Looe, Cornwall June 4 King & Burrell, Gresham st

MORRITT, THOMAS, Leeds June 16 Lumb, Leeds

MOSS, FREDERICK WILLIAM, Abbey rd, St John's Wood, Tea Merchant June 18 Rubinstein & Co, Raymond bldgs, Gray's inn rd

MYRING, CHARLES, New Basford, Notts May 18 Simpson & Lee, Nottingham

OVENS, ANDREW BALLANTYNE, St John st, Clerkenwell, Chemist June 4 Jarvis, Billiter sq bldgs

PICK, ELIZABETH, Leicester June 30 Williams, Leicester

PRICE, HENRY JOSEPH, Chester, Chartered Accountant June 30 Brassey, Chester

REDFERN, JANE, Nottingham June 9 Johnstone & Williams, Nottingham

SMITH, FREDERICK, Peterborough, Ketchup Manufacturer June 30 King & Sharman, March, Cambridge

SMITH, SILVANUS, Smethwick, Staffs, Rivet Manufacturer June 1 Glover, Smethwick

SMITH, WILLIAM, Loughrigg, nr St Bees, Cumberland, Farmer June 15 Mossop, Whitehaven, Cumberland

SUETT, JOHN MOORE, Plymouth, Fine Art Dealer June 11 Barrett, Plymouth

SUGGETT, THOMAS, Coatham, nr Redcar, Yorks, Farmer May 20 Horner, Bedale, Yorks

THOMAS, DAVID GEORGE, Swansea, Motor Engineer May 31 Vies & Harvey, Swansea

THORNBORY, THERESA, Manchester June 19 Hilditch, Manchester

TOWN, HENRY, Vancouver, British Columbia June 18 Ashurst & Co, Throgmorton av

TYTE, MARY, Sidcup June 4 White & Leonard, Ludgate circus

VYE, GEORGE, Ramsgate, June 6 Burrows & Allfree, Ramsgate

WAIT, MARY ANN, Daventry, Northampton June 1 Roche, Daventry

WEDGWOOD, ALFRED, Hanley, Staffs, Potter June 16 Locker, Birmingham

# Bankruptcy Notices.

*London Gazette.*—FRIDAY, May 4.

RECEIVING ORDERS.

ASQUITH, SAMUEL LISTER, Carlisle, Stock Broker Carlisle Pet April 4 Ord May 2

BAKER, JOHN, jun, Langley Green, Oldbury, Worcester, Engine Driver West Bromwich Pet May 2 Ord May 2

BARRETT, ALFRED, Northumberland pk, Tottenham, Artistic Block Cutter High Court Pet May 1 Ord May 1

BOWERS, GEORGE, Burton upon Stather, Job Master Gt Grimsby Pet April 9 Ord May 1

BRIDGER, JOSEPH, High Wycombe, Grocer Aylesbury Pet April 12 Ord May 1

BROWN, SAMUEL, Hoyland Common, nr Barnsley, Licensed Victualler Barnsley Pet April 25 Ord April 30

BUTTERFIELD, JOHN EDWARD, and JAMES JOSEPH BUTTERFIELD, Lowestoft, Fish Merchants Gt Yarmouth Pet May 2 Ord May 2

CHACHKES, ALEXANDER, Broad st, Golden sq High Court Pet April 6 Ord May 1

COOK, CHARLES F, Catford, Builder Greenwich Pet April 5 Ord May 1

CULLEY, SAMUEL HENRY, Fulford, Yorks, Licensed Victualler York Pet May 1 Ord May 1

DAVIES, EDWIN, Golborne, Lancs, Blacksmith Warrington Pet April 30 Ord April 30

DAVIES, ROBERT JOHN, Swansea, Undertaker Swansea Pet May 1 Ord May 1

DAVY, WILLIAM, Heckington, Lincs, Blacksmith Boston Pet April 30 Ord April 30

DEAKIN, WILLIAM, Birmingham, Furniture Dealer Birmingham Pet April 27 Ord May 1

DRAYCOTT, ARTHUR HENRY SEELEY, and JOHN ARTHUR DRAYCOTT, Leamington, Warwick, Photographers Birmingham Pet March 20 Ord April 27

GOSLING, CHARLES RICHARD, Bildeston, Suffolk, Pork Butcher Ipswich Pet May 2 Ord May 2

GREENHOUSE, FREDERICK CHARLES, Barnes, Motor Engineer Wandsworth Pet May 2 Ord May 2

GUNTER, PHILIP EDWARD, Newport, Mon, Cheesemonger Newport, Mon Pet May 1 Ord May 1

HEAFFEY, WILLIAM, Aberfan, Glam, Collier Merthyr Tydfil Pet April 30 Ord April 30

HEATHCOTE, LEOPOLD, Knaresborough, Plumber York Pet May 2 Ord May 2

HENDRY, PAUL FRASER, Gt Yarmouth, Fish Curer Gt Yarmouth Pet May 1 Ord May 1

HIND, EMMA, Ullenhall, Warwick, Grocer Warwick Pet March 29 Ord April 28
HODGKINSON, THOMAS CLEMENT, Goldhawk rd, Shepherd's Bush, Dealer in Electro Medical Apparatus High Court Pet May 2 Ord May 2
HOLDEN, WILLIAM, Darwen, Lancs, Operative Taper Blackburn Pet May 1 Ord May 1
HOWARTH, MERRICK, Sladen Mill, Littleborough, Lancs, Beerhouse Keeper Rochdale Pet May 1 Ord May 1
HUGHES, WILLIAM LLOYD, Hope Station, nr Mold, Flint, Grocer Wrexham Pet April 28 Ord April 28
KENNEDY, ARTHUR CLARK, Cambridge High Court Pet April 5 Ord May 2
LADDS, CHARLES, Boston, Lincs, Draper Boston Pet May 1 Ord May 1
MAJOR, JOHN, Llandovery, Carmarthen, Boot Maker Carmarthen Pet May 1 Ord May 1
MAKIN, JAMES, Northumberland Heath, Beldevere, Kent, Builder Rochester Pet Feb 13 Ord April 30
MARTIN, FRANK, Cheltenham, Railway Guard Cheltenham Pet May 1 Ord May 1
MILLARD, THOMAS, Frome, Somerset, Motor Agent Frome Pet May 1 Ord May 1
MOOR, SAMUEL HERBERT, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet May 1 Ord May 1
NEWBERY, JAMES ISAAC, Hinton, Wilts, Farmer Bath Pet May 2 Ord May 2
NEWSOME, WILLIAM ARTHUR, Batley, Yorks, Cloth Drawer Dewsbury Pet April 30 Ord April 30
NICHOLSON, GEORGE ROBERT HUTCHINSON, Preston Preston Pet May 1 Ord May 1
OWEN, JAMES PHILIP, Pontfadog, nr Ruabon, Denbigh, Coal Merchant Wrexham Pet May 2 Ord May 2
PUFFETT, GEORGE, Banbury, Oxon, Licensed Victualler Banbury Pet April 30 Ord April 30
SCOTT, ERNEST RISPIN, Cardiff, Optician Cardiff Pet May 1 Ord May 1
SHAW, JAMES, Crawley, Builder Brighton Pet April 30 Ord April 30
SHERRIFF, WILLIAM HENRY, Kentish Town, Cab Master High Court Pet May 1 Ord May 1
SHORT, THOMAS, Tipton, Public House Manager Dudley Pet May 2 Ord May 2
SWIFT, THOMAS KAY, Bolton, Pawnbroker Bolton Pet May 1 Ord May 1
THORPE, GEORGE, Norwich, Fish Salesman Norwich Pet May 1 Ord May 1
WATSON, RALPH, Bedlington, Northumberland, Grocer Newcastle on Tyne Pet April 30 Ord April 30
WILLIAMS, GEORGE, Altrincham, Iron Moulder Manchester Pet May 1 Ord May 1
ZIMBLER, ISAAC, Victoria Park sq, Bethnal Green, Boot Manufacturer High Court Pet May 1 Ord May 1

FIRST MEETINGS.

BARLING, HENRY ALDRIDGE, Hounslow, Grocer May 15 at 12 14, Bedford row
BARLOW, JOHN, Blackpool May 14 at 10.30 Off Rec, 14, Chapel st, Preston
BARRETT, ALFRED, Northumberland pk, Tottenham, Artistic Block Cutter May 15 at 12 Bankruptcy bldgs, Carey st
BECKETT, HENRY, Beverley, Yorks, Bricklayer May 13 at 11 Off Rec, Trinity House ln, Hull
CHACHKES, ALEXANDER, Broad st, Golden sq, Linen Draper May 15 at 1 Bankruptcy bldgs, Carey st
DAVIES, EDWIN, Golborne, Lancs, Blacksmith May 12 at 11.30 Off Rec, Byrom st, Manchester
DAVY, WILLIAM, Heckington, Lincs, Blacksmith May 17 at 12.15 Off Rec, 4 and 6, West st, Boston
DAWSON, GEORGE, Houndgate, Darlington, Commission Agent May 16 at 3 Off Rec, 8, Albert rd, Middlesbrough
DRAKE, WILLIAM, Poulton le Fylde, Lancs, Builder May 14 at 11 Off Rec, 14, Chapel st, Preston
ELVY, THOMAS WILLIAM, Coleherne rd, Earl's Court, Brewer May 15 at 2.30 Bankruptcy bldgs, Carey st
FENSBY, THOMAS FRANCIS, Durham, Builder May 16 at 3 Off Rec, 8, Albert rd, Middlesbrough
GORDON, ROBERT CHARLES, Stockton on Tees, Cartwright May 16 at 3 Off Rec, 8, Albert rd, Middlesbrough
GOSLING, CHARLES RICHARD, Bildeston, Suffolk, Pork Butcher May 18 at 2.15 Off Rec, 36, Princes st, Ipswich
GRIFFITHS, LLEWELLYN, HMS Trafalgar, Devonport May 14 at 11 Off Rec, 6, Athenæum ter, Plymouth
HALSALL, ROBERT, Gainsborough, Lincs, Butcher May 12 at 12 Off Rec, 31, Silver st, Lincoln
HEAVEY, WILLIAM, Aberfan, Glam, Collier May 14 at 3 135, High st, Merthyr Tydfil
HOLLAND, EMMA ANNE, Deeping St Nicholas, Lincs, Farmer May 14 at 11.45 The White Hart Hotel, Spalding
INGRAM, AGNES, Louth, Outfitter May 15 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
JONES, ERNEST ENOCH, Blackenhall, Wolverhampton, Grocer May 15 at 11.30 Off Rec, Wolverhampton
LEGG, ALBERT EDWIN, Bilston, Baker May 15 at 11 Off Rec, Wolverhampton
MAKIN, JAMES, Northumberland Heath, Belvedere, Kent, Builder May 21 at 11.30 115, High st, Rochester
MITCHELL, ALBERT, Blashford, Ellingham, Southampton, Farmer May 15 at 2 Off Rec, City chmbrs, Catherine st, Salisbury
NEWSOME, FRED, Gt Grimsby, Hairdresser May 15 at 11.45 Off Rec, St Mary's chmbrs, Gt Grimsby
NEWTON, JOHN WINZER, Bromley, Kent, Licensed Victualler May 15 at 3 14, Bedford row
PANK, ALFRED HENRY, King's Lynn, Norfolk, Printer May 14 at 12.30 Off Rec, 8, King st, Norwich
PIKE, CHARLES FREDERICK, Manchester, Calico Printer May 12 at 11 Off Rec, Byrom st, Manchester
PRYCE, WILLIAM, sen, Ledbury, Hereford, House Decorator May 12 at 11.30 45, Copenhagen st, Worcester
PRITCHARD, WILLIAM, DAVID WILLIAM PRITCHARD, and WILLIAM WILLIAM PRITCHARD, Llanberis, Carnarvon, Grocers May 14 at 12 Crypt chmbrs, Eastgate row, Chester
SHERIFF, WILLIAM HENRY, Castle rd, Kentish Town, Cab Master May 14 at 11 Bankruptcy bldgs, Carey st
SPENCER, TOM WILLIAM, Brampton, Derby, Tailor May 18 at 1.30 Angel Hotel, Chesterfield
SPIRO, BARNETT, Liverpool, Auctioneer May 15 at 2.30 Off Rec, 35, Victoria st, Liverpool
STONES, JOHN, Cottingham, Yorks, Coal Merchant May 12 at 11.30 Off Rec, Trinity House ln, Hull
THOMAS, WILLIAM, Briton Ferry, Glam, General Dealer May 15 at 12 Off Rec, 31, Alexandra rd, Swansea
THORPE, GEORGE, Norwich, Fish Salesman May 12 at 12.30 Off Rec, 8, King st, Norwich
WATKINS, HERBERT, Bargoed, Glam, Outfitter May 15 at 12 135, High st, Merthyr Tydfil
WESLEY, JAMES, Ipswich, Butcher May 18 at 2 Off Rec, 36, Princes st, Ipswich
WHITTAKER, SUSAN, Syke Side, Altham, nr Accrington, Mineral Water Manufacturer May 14 at 11.30 Off Rec, 14, Chapel st, Preston
WILEMAN, WILLIAM, Measham, nr Ashby de la Zouch, Leicester, Furniture Dealer May 16 at 11.30 Midland Hotel, Station st, Burton on Trent
WILLIAMS, GEORGE, Altrincham, Iron Moulder May 12 at 10.30 Off Rec, Byron st, Manchester
YOUNG, JOHN, Chiswick, Builder May 14 at 12 14, Bedford row
ZIMBLER, ISAAC, Victoria Park sq, Bethnal Green, Boot Manufacturer May 14 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAKER, JOHN, jun, Langley Green, Oldbury, Worcester, Engine Driver West Bromwich Pet May 2 Ord May 1
BARLOW, JOHN, Blackpool Preston Pet March 22 Ord May 1
BARRETT, ALFRED, Northumberland pk, Tottenham, Artistic Block Cutter High Court Pet May 1 Ord May 1
BETTERFIELD, JOHN EDWARD, and JAMES JOSEPH BUTTERFIELD, Lowestoft, Fish Merchants Gt Yarmouth Pet May 2 Ord May 2
CULLEY, SAMUEL HENRY, Fulford, Yorks, Licensed Victualler York Pet May 1 Ord May 1
DAVIES, EDWIN, Golborne, Lancs, Blacksmith Warrington Pet April 30 Ord April 30
DAVIES, ROBERT JOHN, Swansea, Undertaker Swansea Pet May 1 Ord May 1
DAVY, WILLIAM, Heckington, Lincs, Blacksmith Boston Pet April 30 Ord April 30
FORSTER, ALBERT, Bury St Edmunds, Suffolk Bury St Edmunds Pet Feb 26 Ord May 2
GOSLING, CHARLES RICHARD, Bilderton, Suffolk, Pork Butcher Ipswich Pet May 2 Ord May 2
GREENHOUSE, FREDERICK CHARLES, Barnes, Motor Engineer Wandsworth Pet May 2 Ord May 2
GUNTER, PHILIP EDWARD, Newport, Mon, Cheesemonger Newport, Mon Pet May 1 Ord May 2
HARDIE, JAMES, Headingley, Leeds, Commission Agent Leeds Pet March 28 Ord April 30
HEAVEY, WILLIAM, Aberfan, Glam, Collier Merthyr Tydfil Pet April 30 Ord April 30
HEATHCOTE, LEOPOLD, Knaresborough, Yorks, Plumber York Pet May 2 Ord May 2
HENDRY, PAUL FRASER, Gt Yarmouth, Fish Curer Gt Yarmouth Pet May 1 Ord May 1
HIRD, REUBEN, Gloucester, Chemist Gloucester Pet April 3 Ord May 1
HODGKINSON, THOMAS CLEMENT, Goldhawk rd, Shepherd's Bush, Dealer in Electro Medical Apparatus High Court Pet May 2 Ord May 2
HOLDEN, WILLIAM, Darwen, Lancs, Operative Taper Blackburn Pet May 1 Ord May 1
HOWARTH, MERRICK, Sladen Mill, Littleborough, Lancs, Beerhouse Keeper Rochdale Pet May 1 Ord May 1
HUGHES, WILLIAM LLOYD, Hope Station, nr Mold, Grocer Wrexham Pet April 28 Ord April 28
HUMPHRIES, GEORGE, Liverpool, Licensed Victualler Liverpool Pet March 30 Ord May 1
JAMESON, WILLIAM EDWARD, Hastings, Chemist Hastings Pet March 14 Ord May 2
LADDS, CHARLES, Boston, Lincs, Draper Boston Pet May 1 Ord May 1
LYONS, MICHAEL LEWIS, Walthamstow, Essex, Fishmonger High Court Pet March 27 Ord April 30
MAJOR, JOHN, Llandovery, Carmarthen, Boot Maker Carmarthen Pet May 1 Ord May 1
MARTIN, FRANK, Cheltenham, Railway Guard Cheltenham Pet May 1 Ord May 1
MILLARD, THOMAS, Frome, Somerset, Motor Agent Frome Pet May 1 Ord May 1
MOOR, SAMUEL HERBERT, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet May 1 Ord May 1
NEWBERY, JAMES ISAAC, Hinton, Wilts, Farmer Bath Pet May 2 Ord May 2
NEWSOME, WILLIAM ARTHUR, Batley, Yorks, Cloth Drawer Dewsbury Pet April 30 Ord April 30
NICHOLSON, GEORGE ROBERT HUTCHINSON, Preston Preston Pet May 1 Ord May 1
OWEN, JAMES PHILIP, Pontfadog, nr Ruabon, Denbigh, Coal Merchant Wrexham Pet May 2 Ord May 2
PEARSON, JOHN HINDMARSH, Gt St Helens, Ship Broker High Court Pet March 27 Ord May 1
PUFFETT, GEORGE, Banbury, Oxon, Licensed Victualler Banbury Pet April 30 Ord May 1
ROGERS, AUGUSTUS ONSLOW, Adam st, Strand, Auctioneer High Court Pet Dec 21 Ord April 26
SCOTT, ERNEST RISPIN, Cardiff, Optician Cardiff Pet May 1 Ord May 1
SHAW, JAMES, Crawley, Builder Brighton Pet April 20 Ord April 30
SHERIFF, WILLIAM HENRY, Kentish Town, Cab Master High Court Pet May 1 Ord May 1
SHORT, THOMAS, Tipton, Public house Manager Dudley Pet May 2 Ord May 2
STEPHENS, WILLIAM KENDRICK, Copthall ct High Court Pet March 8 Ord April 26
SWIFT, THOMAS KAY, Bolton, Lancs, Pawnbroker Bolton Pet May 1 Ord May 1
THORPE, GEORGE, Norwich, Fish Salesman Norwich Pet May 1 Ord May 1
TWELVETREES, HENRY JAMES, and ROBERT ALBERT TWELVETREES, Biggleswade, Bakers Bedford Pet April 26 Ord April 26
WATKINS, HERBERT, Bargoed, Glam, Outfitter Merthyr Tydfil Pet April 30 Ord May 2
WATSON, RALPH, Bedlington, Northampton, Grocer Newcastle on Tyne Pet April 30 Ord April 30
WILLIAMS, GEORGE, Altrincham, Iron Moulder Manchester Pet May 1 Ord May 1
ZIMBLER, ISAAC, Victoria Park sq, Bethnal Green, Boot Manufacturer High Court Pet May 1 Ord May 1

Amended notices substituted for those published in the London Gazette of April 27:

HALSALL, ROBERT, Gainsborough, Butcher Lincoln Pet April 24 Ord April 24
DAWSON, GEORGE, Darlington, Commission Agent Stockton on Tees Pet April 24 Ord April 24

ADJUDICATION ANNULLED.

WALTERS, HOWELL PANTYCELYN, Peniel Green, Llanfamlet, Glam, Insurance Agent Swansea Adjud Oct 15 1900 Annul March 21

*London Gazette.*—TUESDAY, May 8.

RECEIVING ORDERS.

AKERS, JOSEPH, Stratford, Baker High Court Pet May 4 Ord May 4
BRADFORD, JOSEPH S, Loughborough, Licensed Victualler Leicester Pet April 11 Ord May 5
CHAPMAN, PAUL, Harrogate, Foreman Baker York Pet May 4 Ord May 4
COLEY, JOHN ELLIOTT, Swalwell, Durham, Grocer Newcastle on Tyne Pet May 5 Ord May 5
CULMER, EDWARD, Green lanes, Harringay, Ham Dealer Edmonton Pet May 3 Ord May 3
GELL, JOHN WILLIAM, Holmpton in Holderness, Yorks, Bricklayer Kingston on Hull Pet May 4 Ord May 4
GOLLEY, ARTHUR HENRY, Bridges, Luxulyan, Cornwall, Clay Labourer Truro Pet May 3 Ord May 3
HALL, WILLIAM HENRY, Leeds Leeds Pet May 4 Ord May 4
HANNENT, WILLIAM JOSEPH, Old Catton, Norfolk, Fruit Grower Norwich Pet May 3 Ord May 4
JAMES, ALBERT EDWARD, Pill, Somerset, Commercial Traveller Bristol Pet May 4 Ord May 4
JONES & COULSON, Leicester, Builders Leicester Pet April 21 Ord May 4
LAWRENCE, CHARLES, and FRED BOOTH GREENWOOD, Leeds, Tailors Leeds Pet May 4 Ord May 4
LEIVERS, GEORGE HARRY, Radford, Notts Nottingham Pet May 4 Ord May 4
LEVITAN, SOLOMAN, Cheetham, Manchester, Jeweller Manchester Pet April 21 Ord May 4
MANGHAM, PETER, Burnley, Fruiterer Burnley Pet May Ord May 5
MAWSON, GEORGE, Purley, Paper Merchant High Court Pet May 4 Ord May 4
MIDDLETON, URBAN WRIGHT, Pyrford Lock, nr Byfleet, Surrey, Licensed Victualler Kingston, Surrey Pet April 19 Ord May 3
MILLER, WILLIAM HAYWARD, Weston super Mare Newport, Mon Pet May 4 Ord May 4
MINERS, BERNARD JOHN, Plasmarl, Swansea, Solicitor's Managing Clerk Swansea Pet May 4 Ord May 4
MOULD, EDWARD HERBERT, New Southgate, Clerk Barnet Pet May 2 Ord May 2
NEWSOME, JOE, Elland, nr Halifax, Coal Merchant Halifax Pet May 3 Ord May 3
OTHEN, JOHN, jun, Chancery ln, Solicitor High Court Pet March 19 Ord May 5
PERRY, WILLIAM, Boscombe, Bournemouth, Boot Maker Poole Pet May 3 Ord May 3
PICKWORTH, JOHN EDWARD, Ilkeston, Derby, Wheelwright Derby Pet April 12 Ord May 4
PLUMMER, JOHN CHARLES, Maudlam, Pyle, Glam, Licensed Victualler Cardiff Pet May 3 Ord May 4
PROCTOR, GEORGE BRIDGEFORD, Derby, Physician Derby Pet May 2 Ord May 2
RHODES, THOMAS, Macclesfield, Joiner Macclesfield Pet May 3 Ord May 3
SMITH, F, Reading, Grocer Reading Pet March 31 Ord May 4
THE GREENFORD PARK SYNDICATE, New Broadway, Ealing, Estate Proprietors Brentford Pet April 3 Ord May 4
TRIMNELL, WILLIAM JAMES, Cardiff, Herbalist Cardiff Pet May 5 Ord May 5
WALKER, SAMUEL, Gorton, Manchester, Plasterer Manchester Pet March 23 Ord April 30
WARREN, JOHN HENRY, Stone Acton, Rushbury, Salop, Farmer Shrewsbury Pet May 4 Ord May 4
WATKINS, JOHN, Hereford, Farmer Hereford Pet March 27 Ord May 2
WATSON, ROBERT LAWSON, Kingston upon Hull, Joiner Kingston upon Hull Pet May 3 Ord May 3
WHITMORE, FLORENCE AMELIA, Worcester, Bookseller Worcester Pet May 3 Ord May 3
WILLIAMS, THOMAS GROVE, Spelters Caerau, Maesteg, Glam, Grocer Cardiff Pet May 4 Ord May 4
WILLIAMS, WILLIAM, Melin y coed, Llanrwst, Denbigh, Farmer Portmadoc Pet May 5 Ord May 5
WILSON, WILLIAM, Holbeck, Leeds, Collector Leeds Pet April 21 Ord May 4
ZIMBLER & FRIEDMAN, Whitechapel rd, Boot Manufacturers High Court Pet April 10 Ord May 3

Amended notice substituted for that published in the London Gazette of April 10:

ROBERTS, RICHARD, Dowyn, Llanfihangel yn howyn, Anglesey, Farmer Bangor Pet March 20 Ord April 6

FIRST MEETINGS.

AKERS, JOSEPH, Stratford, Baker May 18 at 11 Bankruptcy bldgs, Carey st
BARBER, ERNEST WILLIAM, Gt Grimsby, Fish Merchant May 16 at 11.30 Off Rec, St Mary's chmbrs, Gt Grimsby

BROWN, SAMUEL, Hoyland Common, nr Barnsley, Licensed Victualler May 17 at 10 Off Rec, 7, Regent st, Barnsley
BUTTERFIELD, JOHN EDWARD, and JAMES JOSEPH BUTTERFIELD, Lowestoft, Fish Merchants May 19 at 12.30 Off Rec, 8, King st, Norwich
CHAPMAN, PAUL, Harrogate, Foreman Baker May 21 at 2.30 Off Rec, The Red House, Duncombe pl, York
CONOCK, JAMES WILLIAM, Charlton Kings, Glos, Insurance Agent May 16 at 2.30 County Court bldgs, Cheltenham
CULLEY, SAMUEL HENRY, Fulford, Yorks, Licensed Victualler May 16 at 2.30 Off Rec, The Red House, Duncombe pl, York
DAVIES, ROBERT JOHN, Swansea, Undertaker May 17 at 12 Off Rec, 31, Alexandra rd, Swansea
DENTON, WILLIAM BENJAMIN, St Marks, Cheltenham May 16 at 3 County Court bldgs, Cheltenham
GELL, JOHN WILLIAM, Holmpton in Holderness, Yorks, Bricklayer May 16 at 12 Off Rec, Trinity House ln, Hull
GOLLEY, ARTHUR HENRY, Luxulyan, Cornwall, Clay Labourer May 16 at 12 Off Rec, Boscawen st, Truro
HARRIS, CHARLES HENRY, Wimbledon, Jobmaster May 16 at 11.30 133, York rd, Westminster Bridge
HEATHCOTE, LEOPOLD, Knaresborough, Plumber May 16 at 3.30 Off Rec, The Red House, Duncombe pl, York
HIRD, REUBEN, Gloucester, Chemist May 18 at 11 Off Rec, Station rd, Gloucester
HODGKINSON, THOMAS CLEMENT, Goldhawk rd, Shepherd's Bush, Dealer in Electro Medical Appartus May 16 at 12 Bankruptcy bldgs, Carey st
JAMES, ALBERT EDWARD, Pill, Somerset, Commercial Traveller May 16 at 11.45 Off Rec, 26, Baldwin st, Bristol
JASPER, HENRY, Gt Yarmouth, Coal Merchant May 21 at 12.30 Off Rec, 8, King st, Norwich
KENNEDY, ARTHUR CLARK, Cambridge High Court May 21 at 12 Bankruptcy bldgs, Carey st
KIRK, JAMES HERBERT, Macclesfield, Cattle Dealer May 18 at 11 Off Rec, 23, King Edward st, Macclesfield
KITCHEN, JAMES, Fulwood, nr Preston, Tailor May 18 at 11 Off Rec, 14, Chapel st, Preston
LEVI, ABRAHAM, Gt Prescott st, Whitechapel, Tailor May 16 at 11 Bankruptcy bldgs, Carey st
MAJOR, JOHN, Llandovery, Carmarthen, Boot Maker May 19 at 12 30 Off Rec, 4, Queen st, Carmarthen
MARRIOTT, DAVID THOMAS, Gt Grimsby, Labourer May 16 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
MARSHALL, HARRY LEVETT, Hove, Sussex, Clerk May 17 at 3 Off Rec, 4, Pavilion bldgs, Brighton
MAWSON, GEORGE, Purley, Paper Merchant May 16 at 2.30 Bankruptcy bldgs, Carey st
MILLARD, THOMAS, Frome, Somerset, Motor Agent May 16 at 12 Off Rec, 26, Baldwin st, Bristol
MILLER, RICHARD, Sedbergh, Yorks, Chemist May 16 at 3 Off Rec, 16, Cornwallis st, Barrow in Furness
MOOR, SAMUEL HERBERT, Kingston upon Thames, Boot Dealer May 16 at 11 Off Rec, Trinity House ln, Hull
NEWBERY, JAMES ISAAC, Hinton, Wilts, Farmer May 16 at 11.30 Off Rec, 26, Baldwin st, Bristol
NEWSOME, WILLIAM ARTHUR, Batley, Yorks, Cloth Drawer May 16 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
PARKER, JOHN, Cardiff, Fruit Merchant May 16 at 3 117, St Mary st, Cardiff
PARKER, RICHARD JOHN, Tottenham, Contractor May 17 at 12 14, Bedford row
PROCTOR, GEORGE BRIDGFORD, Derby, Physician May 16 at 3.30 Off Rec, 47, Full st, Derby
SWIFT, THOMAS KAY, Bolton, Pawnbroker May 16 at 3 19, Exchange st, Bolton
THOMAS, THOMAS EVAN, Macsteg, Glam, Builder May 16 at 3.30 117, St Mary st, Cardiff
TWELVETREES, HENRY JAMES, and ROBERT ALFRED TWELVETREES, Biggleswade, Bakers May 16 at 11 30 Messrs Halliley & Morrison, Solicitors, Mill st, Bedford
WARREN, JOHN HENRY, Stone Acton, Rushbury, Salop, Farmer May 19 at 12 Off Rec, 22, Swanhill, Shrewsbury
WARWICK, EDWARD, Birchfield, Handsworth, Tube Manufacturer's Foreman May 18 at 11 191, Corporation st, Birmingham
WATSON, RALPH, Bedlington, Northumberland, Grocer May 16 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
WATSON, ROBERT LAWSON, Kingston upon Hull, Joiner May 16 at 11.30 Off Rec, Trinity House ln, Hull
WHITMORE, FLORENCE AMELIA, Worcester, Bookseller May 16 at 11.30 45, Copenhagen st, Worcester
ZIMBLER & FRIEDMAN, Whitechapel rd, Boot Manufacturers May 17 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AKERS, JOSEPH, West Ham ln, Stratford, Baker High Court Pet May 4 Ord May 4
ASQUITH, SAMUEL LISTER, Carlisle, Stock Broker Carlisle Pet April 4 Ord May 4
BLANEY, WILLIS STROUD, Swanage, Coal Merchant Poole Pet March 24 Ord May 4
CHAPMAN, PAUL, Harrogate, Foreman Baker York Pet May 4 Ord May 4
COLLEY, JOHN ELLIOTT, Swalwell, Durham, Grocer Newcastle on Tyne Pet May 5 Ord May 5
CULMER, EDWARD, Green lanes, Harringay, Ham Dealer Edmonton Pet May 3 Ord May 3
DEAKIN, WILLIAM, Birmingham, Furniture Dealer Birmingham Pet April 27 Ord May 1
DENTON, WILLIAM BENJAMIN, St Mark's, Cheltenham Cheltenham Pet April 6 Ord May 4
DOVE, RACHEL, Leicester, Furniture Dealer Leicester Pet March 27 Ord May 4
EVANS, DAVID, Carnarvon, Butcher Bangor Pet April 12 Ord May 4
GELL, JOHN WILLIAM, Holmpton in Holderness, Yorks, Bricklayer Kingston upon Hull Pet May 4 Ord May 4
GOLLEY, ARTHUR HENRY, Luxulyan, Cornwall, Clay Labourer Truro Pet May 3 Ord May 3
HALL, WILLIAM HENRY, Leeds Leeds Pet May 4 Ord May 4
JAMES, ALBERT EDWARD, Pill, Somerset, Commercial Traveller Bristol Pet May 4 Ord May 4
LAWRENCE, CHARLES, and FRED BOOTH GREENWOOD, Leeds, Tailors Leeds Pet May 4 Ord May 4
LEIVERS, GEORGE HARRY, Radford, Notts Nottingham Pet May 4 Ord May 4
LONG, HERBERT W. Staple Hill, Glos, Grocer Bristol Pet April 26 Ord May 4
MAKIN, JAMES, Northumberland Heath, Belvedere, Kent Builder Rochester Pet Feb 13 Ord May 5
MANGHAM, PETER, Burnley, Fruiterer Burnley Pet May 5 Ord May 5
MAWSON, GEORGE, Purley, Paper Merchant High Court Pet May 4 Ord May 4
MILLER, WILLIAM HAYWARD, Weston super Mare Newport, Mon Pet May 4 Ord May 4
MINERS, BERNARD JOHN, Plasmarl, Swansea, Solicitor's Managing Clerk Swansea Pet May 4 Ord May 4
PERRY, WILLIAM, Boscombe, Bournemouth, Boot Maker Poole Pet May 3 Ord May 3
PLUMMER, JOHN CHARLES, Maudlam, Pyle, Glam, Licensed Victualler Cardiff Pet May 3 Ord May 3
PROCTOR, GEORGE BRIDGEFORD, Derby, Physician Derby Pet May 2 Ord May 2
RHODES, THOMAS, Macclesfield, Joiner Macclesfield Pet May 3 Ord May 3
STEARN, AMELIA, Ipswich, Builder Ipswich Pet April 20 Ord May 3
WARREN, JOHN HENRY, Stone Acton, Rushbury, Salop, Farmer Shrewsbury Pet May 4 Ord May 4
WATSON, ROBERT LAWSON, Kingston upon Hull, Joiner Kingston upon Hull Pet May 3 Ord May 3
WATTS, WALTER, West Worthing Brighton Pet Oct 31 Ord May 3
WEST, GEORGE EVELYN JOHN ANNESLEY, St Petersburgh High Court Pet Jan 8 Ord May 3
WHITMORE, FLORENCE AMELIA, Worcester, Bookseller Worcester Pet May 3 Ord May 3
WILLIAMS, THOMAS GROVE, Spelters Cwcrus, Maesteg, Glam, Grocer Cardiff Pet May 4 Ord May 4
WILLIAMS, WILLIAM, Melin y coed, Llanrwst, Denbigh, Farmer Portmadoc Pet May 5 Ord May 5

ADJUDICATION ANNULLED.

DAVIS, FRANCIS WILLIAM, Folkestone, General Carrier Canterbury Adjud Jan 5 Annul April 3